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The Solicitors' Journal.

LONDON, JANUARY 9, 1875.

CURRENT TOPICS.

IT WOULD SAVE CONSIDERABLE UNCERTAINTY with reference to a point of rather frequent occurrence, if the judges of the common law courts would apply the convenient course recently adopted with reference to the "cause of action" difficulty to settle the point relating to the discovery of reports made to a railway company by its officials after an accident. In the recent case of *Skinner* v. *Great Northern Railway Company* (23 W. R. 7, L. R. 9 Ex. 298), the judges of the Court of Exchequer have refused to follow the guidance of the Queen's Bench in *Fenner* v. *South-Eastern Railway Company* (20 W. R. 830 L. R. 7 Q. B. 767), and have adhered to their own practice, which was in conformity with the rule laid down in the Common Pleas in *Cossey* v. *London, Brighton, and South Coast Railway Company* (L. R. 4 C. P. 602). That rule is expressed by Bramwell, B. as follows:—"When an accident happens, and the officials of the company in the course of their ordinary duty, whether before or after action brought, make a report to the company, that report is open to inspection; but where a claim has been made, and the company seek to inform themselves by a medical examination as to the condition of the person making the claim, inspection of that report is not granted." It cannot be denied that, as Pigott, B., observed, if the matter is made to turn upon the discretion of the judge in each case, as is the effect of the judgment in the Queen's Bench, there can be no certainty in the practice; whereas the rule above stated affords a "clear, broad, and intelligible principle, which there is no difficulty in acting upon." This is so true that we are inclined to hope the practice may be settled according to the principle adhered to in the Exchequer. The difficulty of the opposite rule is forcibly illustrated by the case of *Malden* v. *Great Northern Railway Company*, in the Queen's Bench (reported in a note to *Skinner* v. *Great Northern Railway Company* L. R. 9 Ex. 300), where the judges were extricated from the difficulty of deciding whether a particular report was privileged (on which they were not agreed) by its production being waived by the plaintiff's counsel on a statement by the bench that it would be of no use to him. In *Malden's case* the circumstance existed that the reports in question were based on a joint consultation between the medical men of both parties; but this does not seem to have been regarded as of importance, and the rule which is suggested in the judgment is, that, to enable a company to claim privilege for a medical report, the examination must have been made under circumstances showing a clear understanding with the plaintiff or his advisers that the report was to be for the guidance of the company and confidential. This is at least an intelligible rule, and (if the rule laid down in *Skinner's case* is not accepted by the Queen's Bench) is at any rate preferable to the vague exercise of discretion sanctioned in *Fenner's case*.

ACCORDING TO THE RECENT REPORT of the Commissioners on the Administrative Departments of the Courts of Justice the duties of the Masters are the following:—To attend in rotation the [common law] court to which they are attached; To hear summonses and make orders on [common law] interlocutory matters and causes; To hear and decide without appeal [common law] causes referred to them for that purpose, by consent of parties, or by order of the court; To tax [common law] bills of costs; To examine and certify candidates for admission to the roll of attorneys; And to report upon [common law] matters referred to them by the court. These seem matters which require a tolerably extensive and accurate acquaintance with common law practice and the contents of *Chitty's Archbold*, to say nothing of the general knowledge and experience which are needed to discharge, satisfactorily, the functions of an arbitrator. To those of our readers who are more familiar with the practice of chancery than with that of common law we may illustrate the position of master by comparing it with the duties of a chief clerk, a registrar, and a taxing-master rolled into one. Most people would learn with surprise that it is a sufficient guarantee of ability to discharge these duties that the holder of the office should have qualified himself by five years' (not experience, but) standing at the bar. Accepting this, however, as the decision of the wisdom of the Legislature, it will, at least, seem surprising that five years' standing at the equity bar should qualify for the discharge of these duties at common law.

The progress of a curious experiment of this nature, however, may be observed at the present moment. Our readers may have noticed some time ago the announcement of the appointment of the Hon. Robert St. J. F. Butler, a chancery barrister of five years' standing, to the important post of Master of the Court of Exchequer. In a recent letter a trustworthy correspondent has detailed to us the stage which this experiment had then reached. That stage our correspondent tersely described as the Equity Common Law master being supplied with an ordinary Common Law master to sit by his side, and, after hearing an application, to tell him what the practice at common law required him to do. Let us hope that the new master brings to his duties so complete a knowledge of Chancery practice as to repay the labour which is thus being bestowed upon him, and that we may see, as the result of this experiment, a master, in the prime of youth, perfectly qualified, by the time the Judicature Act comes in force, to administer that mixed system which, it seems to be supposed, will then prevail. In view of this sagacious provision for the future, it is much to be regretted that it will not be possible to complete the experiment by appointing some other gentleman of equal standing and experience at the common law bar, and also in the prime of youth, to the position of Chief Clerk to one of the Vice-Chancellors.

WE ARE GLAD TO OBSERVE that the registrars of the London Court of Bankruptcy are resolutely setting their faces against the revival of the practice of using the procedure of the court for the purpose of whitewashing debtors. The foundation of the law of bankruptcy is the principle that bankruptcy is an execution for the benefit of all the creditors; the adjudication rests on the realization of assets (see *Ex parte Ash*, 16 S. J. 575), and it is obviously unjust that a debtor who has nothing, or next to nothing, for his creditors should be permitted to avail himself of the provisions of the bankruptcy law for the mere purpose of obtaining a discharge from his liabilities. In the case of *Ex parte Ash*, above referred to, it was contended that in registering a resolution for liquidation by arrangement the registrar's duties were merely ministerial, and that he was bound to register resolutions for liquidation by arrangement, provided only they had been duly passed. Mr. Registrar Roche, sitting as Chief Judge, however, held that the registrar

was right in refusing to register a resolution for liquidation by arrangement in a case where there was no estate to be administered. We observe that in a case of *In re H. D. Marsh* Mr. Registrar Keene on Tuesday refused to register resolutions for liquidation in a case where a debtor was stated to have assets of £20 only to meet unsecured debts of over £4,000.

In the case of *Re Sydney and Wiggins*, which we report in another column, there arose what seems to be a new point, involving the same question of the duty of the registrar. Debtors, who had proposed a composition of 2s. 6d. in the pound, which had been accepted by resolutions duly registered, before all the instalments due under such resolutions had been paid presented a second petition, under which resolutions were passed accepting a composition of sixpence in the pound on debts amounting to over £42,000, and composed in part of the unsatisfied debts of the old creditors. On the presentation of the resolutions for registration, the registrar declined to register them, on the ground that the composition accepted by the creditors under the previous petition had not been fully paid. It was strongly urged on appeal that under section 126 it is the duty of the registrar to inquire whether the resolution for a composition "has been passed in manner directed by the section, and if satisfied that it has been so passed he shall forthwith register the resolution;" that under these words his duty is ministerial only, and that he has no right to inquire into any equitable ground of objection to the resolutions. But this argument failed to convince Mr. Registrar Hazlitt, who, sitting as Chief Judge, held that the registrar was right in refusing to register the resolutions. The grounds on which the learned judge based his decision appear to be briefly these—that the words in section 126 on which reliance was placed also occur in section 125; yet with reference to them it was held in *Ex parte Ash* that the registrar does not act merely ministerially. We may add that in the recent case of *Ex parte Mackenzie* (23 W. R. 121), Lord Justice Mellish interpreted the inquiry to be made by the registrar as to the passing of the resolution under section 126, "in manner directed by this section," as including an inquiry whether the debtor has refused at the meeting to answer material questions put to him on behalf of any one of his creditors, and he said that when such an objection is taken to the registration of resolutions of this kind the registrar ought to see whether the question has been so put, and that the creditor has behaved in such a reasonable way that the debtor has improperly refused to answer material questions put to him"—language which appears to be inconsistent with the notion that the duty of the registrar in registering resolutions under section 126 is ministerial only, or that the scope of his inquiries is limited to the mere mode of passing the resolutions. The learned registrar also pointed out that, under rule 295, the registrar is to be satisfied that "the requirements of the statute and of these rules have been complied with," and that section 126 (paragraph 6) prescribes a special mode of varying the provisions of a composition previously accepted by the creditors. The Legislature in prescribing this course must be taken to have excluded other modes of proceeding to attain the end desired of varying a resolution for a composition previously passed. The resolution presented for registration was, therefore, in his opinion, irregular, and the requirements of the Act had not been complied with.

The evils likely to attend the removal of all limitation on the power of debtors to present petitions for liquidation or composition are so great that we cannot but hope that the doctrine thus laid down may be upheld. The matter deserves the careful attention of the gentlemen who have now under consideration the subject of the law of bankruptcy.

In treating, about a couple of months ago (18 S. J. 963), on the Vendor and Purchaser Act, 1874, we expressed an opinion that the 7th section of the Act swept away all the protection formerly afforded by the legal estate, or that, at any rate, it would require a very forced construction of the words of the section to hold that it did not produce this effect. Assuming that our opinion was correct, we pointed out that "if full effect was to be given to the change, and if such cases as *Dixon* v. *Muckleston* (21 W. R. 178, L. R. 8 Ch. 155) were to be guides for the future, we might find a purchaser for value without notice, and who had got all the usual deeds and the legal estate, deprived of his purchase at the suit of some old lady who had taken a deed a hundred years old under the impression that she was getting the title deeds of the property." Mr. Charley, in his recent edition of the Real Property Acts, 1874, gives (p. 107) our article as an authority for the proposition, framed by himself, or at least certainly not by us, that "if A. has the first mortgage, created after the 7th of August, 1874, and B. the second mortgage, created after the same date, A. will take precedence of B., although A.'s mortgage is equitable only, and B. has the legal estate." Our readers will see at once that this is much wider than anything we said, or, we may venture to add, anything we should be at all likely to say. Any such proposition extracted from our article would have been qualified by some such addition as this—"A. will take precedence of B., provided A.'s conduct was, in the contemplation of a court of equity, neither dishonest nor negligent." When we say negligent, we mean, of course, what is considered negligent by the Court of Chancery; and as to this, it was held, in *Dixon* v. *Muckleston*, that taking one venerable deed by way of equitable mortgage, and under the impression that it was the title deeds of the estate, was not such negligence as to postpone the holder to subsequent equitable mortgagees who had investigated the title, and got the usual deeds.

We should not have referred to Mr. Charley's deductions from our article, only that the *Law Times* gives this week a prominent place in its columns to a letter signed "*Scrutator*," and containing the following passage:—"Mr. Charley (quoting in support of his view the *Solicitors' Journal*, vol. 18, p. 963) gives the following as the effect of this section:—'Thus if A. has the first mortgage, created after the 7th of August, 1874, and B. the second mortgage, created *after the same date*' (How could it be created before?), 'A. will take precedence of B., although A.'s mortgage is equitable only, and B. as [*sic*] the legal estate.' I submit this is an entirely erroneous interpretation of the Act." "*Scrutator*" then, with the assistance of a copy of the 8th edition of Smith's Manual of Equity, and of an old friend with the new, but not much improved, face of "*que prior est tempori potior est jure*," proceeds to demolish Mr. Charley's proposition, although he only succeeds in showing that *Dixon* v. *Muckleston* is not in the 8th edition of Smith's Manual. We have already said enough to show that we are not answerable for Mr. Charley's proposition, and shall merely add that "*Scrutator's*" letter is an instance of the impropriety of quoting quotations, especially when it is plain that the first quoter is putting the original into his own language, and indeed drawing conclusions of his own from it.

We understand that measures have been taken to remedy some of the evils complained of in the new Chancery Appeal Court, and that when term opens the bar will find with delighted surprise that the progress of an argument before the court is no longer liable to be interrupted by the progress over the toes and in front of the speaker, of barristers dragging after them corpulent bags. The back row of seats has been removed, and a passage made to the further side of the bar benches. The solicitors' "well" has also been remodelled, the seats being turned round, so as to face the judges, in accordance, we believe, with a suggestion made by the deputation from the Incorporated Law

Society which waited on the Lord Chancellor. The fact that solicitors have knees and legs of ordinary length has been taken cognizance of in arranging the width of the "well," and we even hear that there is an idea of providing them with something in the nature of a table. The registrar is to have a desk all to himself, and the shorthand writers are to be drawn up from their pit and promoted to a seat near that official.

THE QUESTION of the amalgamation of the two solicitors' benevolent societies, to which we recently drew the attention of our readers, has now become a practical one. A proposition has been made by the Solicitors' Benevolent Association for an amalgamation with the Law Association, which is to be considered by a general meeting of the latter society.

THE CONCLUSIVENESS OF THE REGISTER OF VOTERS.

THE case of *Stowe* v. *Jolliffe* (22 W. R. 911, L. R. 9 C. P. 734) raised one of the most important points that could have arisen upon the effect of the Ballot Act, 1872. The judgment decides that the register of voters is conclusive evidence for all purposes and in all cases of the continuance of the qualification up to the time of voting: for example, if a voter is duly qualified at the time of the formation of the register it matters not that afterwards he ceases to occupy or to reside within the borough or seven miles thereof. The question raised was not a very intricate one *per se*, but the number of Acts and sections upon which it depends causes some complication. The Reform Act of 1832 established the register, and although there was no distinct provision as to its conclusiveness, the effect of the 58th section and 60th section was by implication to make it conclusive in general, subject to certain exceptions, as, for instance, when the qualification had been objected to before the revising barrister, or when it had ceased to exist after the registration. In both those cases, under the Reform Act, the election committee would go into the validity of the vote on a scrutiny. Then came the Registration Act (6 Vict. c. 18). That enacted in the 79th section, that "*at* every future election, &c., the register of voters shall be deemed conclusive evidence that the persons therein named continue to have the qualifications annexed to their names in the register." The section had two provisoes. One enacted that at county elections it should not be lawful for any person to vote when the qualification annexed to such person's name should have appeared annexed to his name in the preceding register, and such person on the last day of July in the year in which such register so in force was formed should have ceased to have such qualification, or should not have retained so much thereof as would have entitled him to have had his name inserted in such register. The second proviso was that, in boroughs, the party should not be entitled to vote unless he had continued since the registration to reside within the necessary limits. The 81st section provided that at the poll the voter should be asked two questions only, viz., whether he was the person on the register, and whether he had already voted, omitting the question as to the voter's continuing to have the same qualification for which he was on the register, which was one of the questions to be asked under the Reform Act. The 98th section related to the question how far the election committee could go behind the register. It enacted that such committee might review the decision of the revising barrister when he had expressly decided on the question of right to be on the register, and might inquire into the right of persons on the register to vote, so far as it might be disputed on the ground of any incapacity arising subsequently to the expiration of the time allowed for making out the list of voters; but that, with those exceptions, the register should, so far as regards the proceedings before the committee, be conclusive as to the right to vote. The Representation of the People Act, 1867, left matters pretty nearly where they were, but the Ballot Act repealed the 58th and 60th sections of the Reform Act, the 98th section of the Registration Act, and the provisoes to the 79th section of the same Act. It also enacted in the 7th section as follows:—"At any election for a county or borough a person shall not be entitled to vote unless his name is on the register of voters for the time being in force for such county or borough, and every person whose name is on such register shall be entitled to demand and receive a ballot paper and to vote, provided that nothing in this section shall entitle any person to vote who is prohibited from voting by any statute or by the common law of Parliament."

Such being the enactments, the contentions in the recent case were as follows:—The petitioner contended that the 7th section of the Ballot Act meant that every person on the register should be entitled to vote in the sense of receiving a ballot paper and making use of it, but that on a scrutiny only such votes should be valid as were given by persons who, besides being on the register, were duly qualified to vote. The petitioner's counsel pointed to the distinction all through the legislation on the subject of the register between conclusiveness for the purposes of procedure at the election and conclusiveness on a scrutiny. The enactment of the enacting part of the 79th section of the Registration Act, which was preserved by the Ballot Act, though the provisoes were repealed, related, he contended, only to conclusiveness on the returning officer at the election, not to conclusiveness on a scrutiny. The 98th section of the same Act, which enacted that, with certain exceptions, the register should be conclusive on the election committee, was repealed. In the same way it was contended that the 7th section of the Ballot Act only recognized the register as conclusive on the returning officer. There is obviously a great deal of force and ingenuity in this argument. If the intention of Acts of Parliament should be gathered solely from a minute and almost microscopic scrutiny of the language employed, we are not sure that the argument ought not to have succeeded. The strict grammatical meaning of the words of the 79th section of the Registration Act, "at every election the register shall be deemed conclusive evidence," is that the conclusiveness is only to be at the election. The Chief Justice treats the words as if they were "conclusive evidence of the right to vote at every election." It seems to us that in strict grammar it would be difficult to give the words this construction. But in truth Acts of Parliament must be construed with a view, not only to the strictest grammatical sense of words, but to what we know of the things to which the words relate, and to the course of legislation and practice in reference to the subject-matter. The effect of the petitioner's contention must have been the throwing the register completely open upon a scrutiny, and it is obvious that that could not have been the intention, seeing that the tendency of legislation and the requirements of convenience all point the other way. The court held that the effect of the Ballot Act's leaving the early part of the 79th section of the Registration Act unrepealed, and repealing the 98th section, was to make the register conclusive evidence of the continuance of the qualification at the time of the election, before the election judge as well as before the returning officer at the election. They held that the prohibition from voting referred to in the proviso to the 7th section of the Ballot Act related to persons who, from some inherent, or for the time irremoveable, quality in themselves, have not, either by means of statute or common law, the *status* of electors, such as peers, women, persons convicted of crime, &c., not to disqualification by receipt of relief, non-residence, non-occupation, or other insufficient qualification of a similar character.

It is to be observed that the result of this decision is to carry the conclusiveness of the register a good deal

farther than it had been carried previously to the Ballot Act. The choice lay between doing that and opening the register altogether on a scrutiny. The effect of the decision is that a person may, in certain cases, vote without having any qualification at all; or, to put it in another way, the true qualification is being registered, and the qualification generally so called is a qualification to be registered rather than to vote. We are not sure that this is not the most sensible rule. The qualification to vote may be considered, firstly, as the evidence of fitness to vote in general; secondly, of the claim to vote for the particular locality. So far as the first element is concerned, it is tolerably clear that a man who was fit at the time of registration, probably remains so at the time of election. So far as the second element is concerned, no doubt there is more difficulty. It may be said that a man who has ceased to have a qualification in a particular locality has ceased to have a claim to vote for that locality. The answer is that the law cannot go with extreme nicety into these considerations. A man might, in any case, have a vote in respect of a qualification which, the day after the election, he might cease to have. The rules with regard to such matters can only be laid down so as to secure what is fitting in general, not with absolute universality. Minute exceptions are likely, in the long run, to balance one another on each side, and, at any rate, the general convenience of making the register conclusive more than counterbalances such trifling deviations from the general rule.

However this may be, no one can have a word to say in defence of the mode of legislation shown by this case. Here is an important alteration of the law as to the right of voting effected by the repeal of several sections in various Acts *in toto*, and of part of a section, leaving the rest standing, in an Act, the subject-matter of which concerns the manner of voting, and not the right to vote. The proper way of altering the law is by saying what it is to be in future, accompanied by a repeal of sections inconsistent with its altered state; not by this negative system of repealing some portion of a former Act, leaving some portion standing. The result of such legislation is most uncertain and bewildering. The interpreter of the law has to thread his way, hopping now backwards, now forwards, through a mass of sections, some repealed, some partially repealed. The only thing we can compare to it is trying to make out a cross-country journey in *Bradshaw*. The worst of it is, that it is quite uncertain at last whether the intention of the Legislature, as interpreted by the court, is what the legislators, after deliberate consideration, really meant, or whether it is only the accidental result of a fortuitous concourse of sections.

THE RATING OF RAILWAYS.

The decision of the Railway Commissioners upon the first case of the rating of railways and docks brought before them, which will be found fully reported in another column, is of considerable importance, and will, doubtless, attract the careful attention, not only of railway, but also of parochial authorities, who are deeply interested in the matter. It was an appeal by the Manchester, Sheffield, and Lincolnshire Railway Company, who are also the owners of the Grimsby Docks, and by the Trent and Ancholme Railway Company against the poor rates made upon their lines of railway and upon the docks, and it was referred by consent from quarter sessions to the Railway Commissioners. It involved several new points in rating, and the result, after a searching and patient investigation, which lasted nine days, has been, not only to decide these, but also to clear up and confirm several questions which hitherto had been treated as more or less doubtful, and upon which railway companies and parish surveyors have been continually in conflict.

For instance, in the Trent case it appeared that the line was worked by the Manchester Company, who provided all the rolling stock in consideration of receiving a per-centage of the gross receipts. The Commissioners held that this per-centage must be taken to represent the expense of the rolling stock to the hypothetical tenant, and that there would be no tenant's capital or profits thereon to provide for in this case, but that for personal superintendence, and the responsibility of becoming tenant liable to a heavy rent, the tenant was entitled to a fair remuneration, which was fixed at five per cent. upon the gross receipts.

It appeared also in the course of the case that carted rates were largely in use—that is, rates including the charge for collection and delivery—but that in some cases, where this rate was imposed, although there was some haulage of goods, there was not collection or delivery in the strict sense of the term. The Commissioners held that where, on through rates, the Clearing House allowed as between different companies for collection and delivery a certain amount, and such amount fairly represented the cost of the service and reasonable profit thereon, it should be deducted from the rates in the gross receipts, and, of course, no expenditure relating to it should be brought into the accounts, but that where the service was not one of collection or delivery, but of haulage on local traffic, as to which the Clearing House would make no allowance, the whole rate, although called a carted rate, must be brought into the gross receipts, and only such a deduction in respect thereof be made as would represent the actual cost to the company of the haulage, and a reasonable profit upon it. The Commissioners also decided that collection and delivery strictly so-called form no part of terminals or terminal service, and being performed off the line should not in any way be brought into the accounts for rating purposes. With regard to the terminals, in respect of which 1s. 6d. is allowed by the Clearing House at each end, it was decided that these must be brought into the gross receipts and must be confined to the lines that earn them, and it was held that the company were wrong in spreading the two terminals over the whole distance run, whereby they allowed in some instances less than 1s. 6d. to the line which contained one of the terminal stations.

In order to obtain the cost of repairs of carriages and waggons, the company divided the cost by the number of train miles run on their own line, but it appearing that these carriages and waggons ran also upon other lines, the court held that this additional mileage should be taken into account, so far as as it was ascertainable, for the purpose of arriving at a correct *ratio* of the cost of repairs.

With regard to the docks, it was proved that they not only belonged to the Manchester Company, but were connected with the railway, which they tended to feed with traffic; that they included warehouses, sidings, and rails laid down over a portion of the docks (so called) to take goods to and from the railway, but that, the expenditure on account of the docks exceeding their receipts, they possessed no rateable value beyond that of unimproved land. Upon this the counsel for the parish contended that the docks should be treated as part of the railway and rated together with it. This was strenuously opposed by the company, and the Commissioners adopted an intermediate course, holding that the basins, wharves, and other parts, belonging to the sea transit, and being strictly docks, should be treated as such, and should be rated only as unimproved land, while the warehouses, sidings, and rails, belonging rather to the land transit, should be treated as part of the railway, and rated as a portion of the adjoining goods station.

Upon the subject of tenant's capital, it was decided that machinery fastened only for the purpose of steadying it in working was a chattel, and properly formed part of such capital; that a tenant would require also a certain sum for floating capital, and that he might fairly, in this case, be allowed twenty per cent. upon his tenant's capital for profits, depreciation of stock, and casualties;

and ten per cent. upon his stores, and five per cent. upon his floating capital.

It was also held that the company were entitled to a deduction for renewal of way and works as well as for maintenance of the same.

One fact was clearly brought out in the course of the case, namely, that the railway companies in question had hitherto been very much under-rated, and it was stated by counsel that this had been so for many years with respect to railways generally. However this may be, and although certainly in this instance liberal allowances were made for the companies, the rates upon their lines have been largely and, as it seems to us upon the evidence, unavoidably raised.

RECENT CASES AFFECTING SOLICITORS.

V.

In *Watson* v. *Row* (22 W. R. 793), solicitors had been retained by two executors to act for them in an administration suit, the retainer being a joint one. On taking the accounts, one of the executors was found to be largely indebted to the estate; and it was contended, on the part of the beneficiaries, that one-half only of the executors' costs should be allowed out of the estate, on the ground that, as the costs had been incurred by both of them, the executor indebted to the estate ought not to be allowed any costs until he had discharged his debt. It is plain that if this had been done, the other executor, who was liable to the solicitors for the whole of the costs, might have been called on by them to pay the other half of the costs, although he was not in default nor indebted to the estate. Vice-Chancellor Hall held (1) that on principle this would be contrary to the rule of the court, that a trustee who has acted properly is entitled to get out of the estate all the costs for which he is liable; and (2) that the authorities cited had not introduced any rule to the contrary.

In the case of *In re Norwich and Norfolk Provident Permanent Building Society* (22 W. R. 856) Hall, V.C., laid down that "when parties agree to act together, whether in a petition or in a cause, and they employ a solicitor, one or two of them have no right to go and act separately and bring the proceedings to a dead lock." He accordingly discharged, with costs, an order of course for changing solicitors obtained by two out of three petitioners who had jointly retained the solicitor on the record. The petition was for the winding-up of a company, and the usual winding-up order had been made.

The case of *Stocken and another* v. *Patrick* (29 L. T. 507), is an authority for the proposition, that the costs of a suit, justifiably instituted by a married woman against her husband for a divorce or a judicial separation, are "necessaries" for which she may pledge her husband's credit. The plaintiffs in the case were solicitors who had been employed by a married woman to institute proceedings in the Divorce Court against her husband. These proceedings were stopped by the parties coming to an arrangement. The conduct of the solicitors throughout had been proper and honourable, and they had made full inquiries to satisfy themselves and to justify them in acting as the wife's solicitors. The Court of Exchequer held that they could maintain an action against the husband for the costs of the proceedings in the suit.

In *Brafield* v. *Scriven* (22 W. R. 202), a solicitor had entered into a parol agreement with his client for the purchase of some of the client's land. The solicitor entered into possession, and died three months afterwards, but before the day fixed for the payment of the purchase-money. The solicitor's executor refused to complete, and a bill for specific performance was filed against him. Hall, V.C., made a decree, apparently on the ground of part performance; and on the objection being raised that the plaintiff, not having required an agreement in writing, could not have the costs of the suit, the Vice-Chancellor held that the purchaser, being the vendor's solicitor, ought himself to have had a written agreement prepared.

The case of *Shepherd* v. *Neve* (22 W. R. 725), before Vice-Chancellor Malins, was very special in its circumstances, and, if of any particular value, it is for the expression of an opinion by the Vice-Chancellor that it is not proper for a solicitor to allow his clerk to practise under his own name but for his master's benefit. It also shows that if, in such a case, the clerk wrongfully leave his master's service, the court will not be so ready to restrain him, at all events on an interlocutory application, from continuing to carry on the practice in existence under his name, as it would have been if he had then for the first time set up in opposition to his late employer.

By the Bankruptcy Rules, 1870, and the forms appended thereto, notices to creditors of general meetings are to be signed by the debtor or his attorney (rules 255, 256, and forms 108, 110). In the case of *Ex parte Hirst* (22 W. R. 857), objection was taken that notices signed by a clerk of the debtor's attorney, although signed in the name and by the express authority of the attorney, were not sufficiently signed. Bacon, C.J., however, overruling the decision of the county court judge, held that the signature was sufficient.

In another bankruptcy case, *Re Holmes* (18 S. J. 668), an affidavit in support of an application for a receiver was sworn before the debtor's solicitor, as was also an affidavit in support of an *interim* order restraining proceedings against the debtor. On an application to a registrar, sitting as chief judge, to continue the injunction, these facts were brought before the notice of the court, and it was held that, as the objection had been made, the court was bound to allow it. The injunction was accordingly dissolved.

We have already (see 18 S. J. 219) fully commented on the case of *Belaney* v. *French* (22 W. R. 177), in which the Lords Justices, affirming the decision of Vice-Chancellor Bacon, ordered solicitors who had been employed in an administration suit, and had afterwards been discharged by their clients, to deliver up to the receiver certain plans necessary for the management of the estate, to be held by him subject to their lien (if any) for costs and money advanced to their clients (see, for the order of the Vice-Chancellor, 21 W. R. Dig. 246). We pointed out in our former notice of this case the difficulty of reconciling the present and other recent cases with Lord Eldon's decision in *Lord* v. *Wormleighton* (Jac. 589). The last-named case may, perhaps, now be considered as not likely again to be followed; and it may be taken to be a settled rule that where a solicitor is discharged pending a suit, his lien for costs on the papers will not be allowed to embarrass the suit.

The Irish case of *McElroy* v. *Murphy* (22 W. R. 501) may be briefly summarized as follows:—A client filed a bill against his solicitor to restrain proceedings for costs. The facts disclosed this strange story: An intending purchaser comes with his solicitor to the vendor's solicitor, to make inquiries about the title. The latter produces a will, which shows only a contingent title in the vendor. The purchase is thereupon broken off. A fortnight afterwards the vendor and the same intending purchaser come to the vendor's solicitor, and for a considerably less price the property is conveyed to the purchaser, he having agreed to take it on the vendor's own title. The vendor's title determines, and the parties interested under the will file a bill against the purchaser, who, appearing by the same solicitor, that is to say, the vendor's solicitor, files an answer setting up no notice, and swearing that he never heard of the existence of the will, that he believed no such will had been made, and that he had caused his solicitor to search the proper ecclesiastical courts and was informed by him that no such will was to be found there. He is unsuccessful in his defence, and is ultimately turned out of the property.

He is then sued at law by his solicitor for the costs incurred in the litigation, and files the present bill to restrain the action. By the bill the plaintiff charged that he had employed the defendant to examine the title, that the defendant had fraudulently suppressed the will, and that he had told him the title was a good one. On the facts, however, as stated above, Sullivan, M.R., found that the plaintiff had not established the case made by the bill, and, although he strongly blamed the defendant's conduct in relation to the suit in Chancery by the devisees under the will, he very properly declined to hold him bound in the present suit by what had taken place in the former. He also, with a firmness that we should like to see oftener followed on this side of the water, dismissed the bill with costs, saying, that he could not refuse the defendant his costs because he had been wrong in another transaction. Part of his judgment consisted of a strong denunciation of the practice of a solicitor acting for both parties. "The rule" he says, "I would lay down is that under no circumstances should a solicitor act for both parties." We can hardly go so far as this. Small purchases, well-known titles, and many other circumstances daily justify solicitors in acting for both parties, and saving the expense and delay consequent on the employment of solicitors on both sides. Nor do we think that his honour was right in his facts when he said that the practice in nine cases out of ten leads to disaster. It is, of course, impossible to get at any reliable statistics on such a point, but we should say that one case out of a hundred would be nearer the truth than nine cases out of ten. Learned judges are apt to look too much at the case before them for the time being, and too little at the large world outside their courts; but this habit, when it prompts broad generalizations like that made in the present case, produces little harm, for every one knows how natural it is, and every one who has practical experience can use it to correct the sweeping *dicta* of the bench.

We commented, on two previous occasions (see 17 S. J. 611, and 18 S. J. 627), on the case of *Barnes* v. *Addy* (22 W. R. 505, L. R. 9 Ch. 244); and it will therefore be sufficient here to state that it contains the expression by Lord Selborne of his disapproval of the practice of making solicitors parties to suits for the mere purpose of making them pay the costs, and also remarks showing that, in the absence of any participation in a fraud, or any receipt of part of the trust property, solicitors cannot be treated as constructive trustees, because they act as the agents of trustees in transactions within their legal powers, although a court of equity may disapprove of such transactions.

A difference of practice in the superior courts of common law with respect to the suspension of an attorney after he had been suspended by the Court of Chancery, was brought out by the case of *Re Marshall Turner* (29 L. T. 345). We do not think the case of any general interest, and merely refer to it, and to the statutory provision made for such a case, viz., 23 & 24 Vict. c. 127, s. 25.

An attorney had been suspended for two years by the Court of Exchequer and also by the Court of Queen's Bench. At the date of an application to the Court of Common Pleas for a similar order he was in America, and could not be served with a rule. Under these circumstances the court declined to suspend him, and ordered the rule to be struck out, saying that if he came back another application might be made (*In re J. J. Thornley*, 18 S. J. 65).

In the Irish case of *Re V——, a Solicitor* (22 W. R. 479, I. R. 8 Eq. 355), a solicitor received money for his client under a power of attorney given to him by her for the purpose of enabling him to receive an annuity and to transmit it to her. On his failing to remit the money, the client presented a petition entitled in the Solicitors' Act, and the court ordered payment of the money and of the costs of the petition and order. The solicitor made default in obeying this order, and on an application to the Master of the Rolls it was held that the default was within section 5, sub-section 4, of the Debtors' (Ireland) Act, 1872, which, following the words of the English Act, exempts from the operation of the Act "default by an attorney or solicitor . . . in payment of a sum of money when ordered to pay the same in his character of an officer of the court making the order."

In the case of *In re an Attorney* (18 S. J. 66) an application was made to the Court of Exchquer, by a client in person, for a rule calling upon an attorney to answer a charge of having taken a retaining fee and the papers relating to a county court action and afterwards appearing for the other side. The court pointed out that an application calling upon an attorney to answer a charge of neglect of duty must be made through counsel, and further that a client had a remedy in damages against an attorney acting in the manner alleged by the applicant.

We shall conclude our review of these decisions by giving references to the cases of misconduct reported during the past legal year, and not previously noticed by us; these cases will be found in 18 S. J. pages 65, 66, 225, 244, 492, and 573. No point of legal or general interest was raised in any of these cases, except, perhaps, in the last, viz., *Erskine* v. *Adeane* (18 S. J. 573), where a solicitor was temporarily suspended for making, without, however, any corrupt motive, an interlineation in an affidavit after it had been sworn.

Recent Decisions.

COMMON LAW.

NEGLIGENCE—CONTRIBUTORY NEGLIGENCE.

Child v. *Hearn*, Ex., 22 W. R. 864, L. R. 9 Ex. 176.

That under the "cattle" against which a railway company is, under 8 Vict. c. 20, s. 68, bound to fence, pigs are included, is a point of secondary interest in this case. The general principle which is illustrated by it is that relating to contributory negligence. The plaintiff, who was a servant in the employment of a railway company, suffered an accident through the defendant's pigs getting on to the line, under a fence which the company were bound, as against the defendant, to maintain in a state which would have prevented them from straying. It was held that the plaintiff was so far identified with his employers that, the pigs having trespassed through their default, he could no more maintain an action against the defendant (though also negligent) than the company could have done. From what is said by Pollock, B., we may infer that he would have held the same with respect to a person riding in a friend's carriage, who suffered through the combined action of the improper condition of the carriage and the negligence of a third person. But the court expressly decline to say what would be the rights of a passenger by the railway if he were injured under the same circumstances as the plaintiff; and the case must not be taken as lending any support to the decision in *Thorogood* v. *Bryan* (8 C. B. 115), which has been so much doubted and disapproved of (see 1 Smith's Leading Cases, 266, 6th ed.).

MARINE INSURANCE—ADJUSTMENT OF AVERAGE.

Hendricks v. *Australasian Insurance Company*, C.P., 22 W. R. 927, L. R. 9 C. P. 480.

This decision follows that in *Harris* v. *Scaramanga* (20 W. R. 777, L. R. 7 C. P. 481), in holding that where a policy provides that claims and losses shall be paid upon a foreign adjustment, that clause applies the law of the foreign port in all respects, and binds the parties by that law, although the effect may be to create different risks from those which the English law would impose. We

lately referred to some foreign decisions on a similar point (18 S. J. p. 945). The present case had this peculiarity, that the policy was to cover the risks excepted by the clause, "warranted free from particular average, unless the vessel be *stranded*, sunk, or burnt;" and the effect of the provision was to take out of the exception to the warranty, and thus make the underwriter liable for, a loss which would, according to English law, have been held to be a loss by stranding, but which by Dutch law was not so.

Reviews.

SCOTTISH LAW-AGENTS.

A TREATISE ON THE LAW OF SCOTLAND RELATING TO LAW-AGENTS. By JOHN HENDERSON BEGG, Advocate, Edinburgh. Bell & Bradfute.

We cannot pretend to give an opinion as to the value of this book as an accurate representation of the branch of Scotch law to which it relates; but we can at least testify to the excellence of arrangement, the clearness of statement, and the industry in the citation of cases which Mr. Begg has displayed. His references, by way of illustration, to the English law on kindred subjects are appropriate, and his statements of the effect of decisions of our courts on many of the points on which he touches seem to be terse and accurate. We learn, with some surprise, that this is the first attempt that has been made to arrange systematically the provisions of the Scotch law relating to law-agents. If the care and industry we have found displayed on points with reference to which we have been able to apply a test, afford any guide to the general character of the work, we think it is likely to take its place as the "Pulling" of Scotland.

Some of the subjects discussed possess considerable interest at the present time. Thus, under the head "Unqualified Practitioners," we read that "in the Small Debt Court a party may appear by a member of his family, or by such other person as the sheriff shall allow, such person not being an officer of court; and in all actions under the Debts Recovery Act of 1868, the parties may be represented by any person *bonâ fide* employed by them in their usual business." Up to 1870 "any person was entitled to practise in Scotland as a conveyancer, and no certificate was required;" but the Stamp Act of that year, by a side wind, introduced a restriction. It imposed a penalty on every person who, not being "a duly certificated . . . writer to the signet, agent, procurator, conveyancer, &c., draws or prepares any instrument relating to real or personal estate." Now the Procurators Act of 1865 confined the right to take out a certificate in future to law-agents and notaries public. The result was that law-agents and notaries only were entitled to act as conveyancers, except in the cases enumerated in the Stamp Act, 1870. These exceptions, however, as Mr. Begg remarks, are sufficiently numerous, and the exception relating to agreements under hand only, "since Scotch deeds never are under seal," seems to include every kind of contract. The Law-Agents Act of 1873 repealed the Procurators' Act, retaining, however, the obligation of the law-agent to obtain a stamped certificate. That statute, however, does not seem to contain any express provision like section 3 of the Procurators' Act, confining the issue of certificates to law-agents and procurators. Mr. Begg does not notice the point, but it seems doubtful whether the old state of the law is not revived.

Turning to the chapter on the remuneration of law-agents, we find some instructive contrasts to our English system. In the first place we learn that the venerable rules of our law relating to maintenance and champerty are unknown in the law of Scotland. In the next place we find in full force in that country a system of *ad valorem* payment in conveyancing matters. There are two scales of fees given in the appendix, one issued by the Faculty of Procurators at Glasgow and in use there; the other by the Society of Solicitors in the Supreme Courts, and in use throughout the rest of Scotland. Comparing these charges, so far as the nature of the instruments used in each country will allow, with those contained in the scale issued last year by the Incorporated Law Society, we find the rate in Scotland considerably lower. Thus, for "dispositions, assignations, and other conveyances," on the sale of heritable or other property, the charge to the purchaser's agent for examining the title and search for incumbrances, drawing the deed and final revision and adjustment of it, where the price does not exceed £300 is for each £100 of purchase-money £1 1s., and where the price exceeds £300, the above rate for the £300, and for each additional £100, 10s. 6d. The fees to the seller's agent for revision and adjustment of the deed are fixed at half the above fees. It will be remembered that the scale of the Incorporated Law Society up to £1,000 is, to the purchaser's solicitor £3 per cent., and to the vendor's solicitor a sum equal to three-fourths of the purchaser's solicitor's allowance. So also on mortgages or "heritable bonds and dispositions, or assignations, or other conveyances or deeds in security," there are payable under the Scotch scale to the agents of mortgagee and mortgagor the same fees as on a purchase, while under the scale of the Incorporated Law Society the mortgagee's solicitor is entitled to £2 per cent. up to £2,000 and £1 per cent. from £2,000 up to £15,000, and the mortgagor's solicitor is to have a sum equal to three-fourths of the mortgagee's solicitor's allowance. It is optional with the Scottish agents either to charge the fees *ad valorem* or the regulation fees of drawing, according to the length of the instruments. We have not found in Mr. Begg's pages any statement as to which of these two systems is the more generally adopted.

Notes.

THE *Canada Law Journal* quotes from a book relating to the earlier days of San Francisco the following remarkable example of the oratory of the late "Harry Byrne," a celebrated Californian lawyer. "Mr. Byrne rose in the court-room amid deep silence, and proceeded to close for the prosecution. Pale as the white wall around him, with long and flowing black locks, his eye burning and glowing like a blazing coal, he tore the veil of sophistry, woven around the subject by his adversaries, and laid the bald and awful facts before the jury. Now rising to awful denunciation, he seemed a Nemesis to the cowering criminal before him; now he turned his voice to low persuasion as he sought to mould the jury to his wishes. But as he paused, after a tremendous effort, his eye persuaded him that unless he called to his aid some new and startling line of action the verdict would be against him. At the time an old eccentric man was bailiff of the court. One of his peculiarities was to sleep through the arguments of counsel, and naught could arouse him save the command of the court, and the voice of the District-Attorney directing him to do some official act, but at these well-known sounds he would start from his seat with an alacrity remarkable for one of his years. Turning to the man (who was enjoying his usual nap), Byrne, to whom this idiosyncrasy was well known, pointed his finger at the peaceful countenance, and then eulogized his faithful attention to his duties. 'But,' said he, 'he has in this case left one duty unperformed.' Then, with a voice that thrilled through men's hearts and made the rafters ring: 'Mr. Bailiff, call William Adams.' The old man sprang from his seat, and hurrying across the court-room to the entrance beyond, called, in a weird, thick manner, the dead man's name: 'William Adams, William Adams, William Adams, come into court.' The criminal shivered in his seat, men's blood flowed coldly,

and the silence was death. Justice seemed crying to heaven for retribution; the faces of jurors grew white and blue, and each man glued his eye upon the door as if he expected the apparition to answer the summons. 'Gentlemen,' continued Byrne, 'that witness can never come. The one who can relate to you the circumstances of this tragedy lies in his cold and silent grave. No bailiff's voice can arouse him from his eternal sleep; naught save the clarion blast of the Archangel's trump can pierce the adamantine walls of his resting-place. He has been deafened for ever by him who now stands arraigned at this bar. Base, brutal, bloody man, upon you hangs this awful responsibility. Your hands have dabbled in his blood, and as the instrument of outraged society I demand your conviction.' Genius triumphed. Justice was vindicated, and the prisoner expiated his offence on the scaffold."

SINCE WE REFERRED last week to the difficulties likely to arise on the proposal for legislation with reference to the differences of opinion between the successive European Arbitrators, the columns of the *Times* have borne witness to the excitement which the proposal has occasioned among the unhappy sufferers from that arbitration. All the writers naturally urge that no reason exists for further delay pending the passing of the amending Act, but they are not at one as to the remedy to be provided by the Legislature. "A European Policyholder" thinks "it may be very necessary to secure, by further legislation, the right of appeal, for which a very large body of policyholders strenuously but ineffectually contended when the Arbitration Bill was before the Select Committee in the House of Lords, and which subsequent events and contradictory decisions have proved to have been equitable and expedient." On the other hand "*Dubitator*" says, as we think with justice, that it is not to the interest either of policyholders or shareholders that any right of appeal should be given from the decision of the arbitrator; that such a right of appeal would increase enormously the already vast costs of the arbitration, and would be the fertile cause of delays which, practically speaking, would be endless. But he makes the curious suggestion "that all that is wanted is a rectification, either by Act of Parliament *or by an understanding come to between the Lord Chancellor and the person appointed by him to act as arbitrator*, by which the capital mistake committed by the 8th section of the Arbitration Act," which authorizes the arbitrator to settle and determine the matters by that Act referred to arbitration, not only in accordance with the legal and equitable rights of the parties as recognized in the courts of law or equity, "but on such terms and in such manner in all respects as he, in his absolute and unfettered discretion, should think most fit, equitable, and expedient, and as fully and effectually as could be done by Act of Parliament," shall be henceforth rectified. An "understanding" between the Lord Chancellor and a judge appointed by him, as to the mode in which the latter shall determine the causes brought before him, would certainly be a novelty.

THE APPROACHING RESIGNATION is announced of Mr. Justice Swayne of the United States Supreme Court, and the *Albany Law Journal* calls attention to the wonderful collocation of events which thus is likely to throw into the hands of President Grant the appointment of five out of the nine justices of the Supreme Court. In 1870 President Grant had the appointment of two justices, Strong and Bradley; in 1873, one justice, Hunt; and in 1874, Chief Justice Waite, all of whom are now on the bench. This, continues our contemporary, is a most remarkable and anomalous condition of things when we consider the fact that the Supreme Court of the United States has been in existence considerably more than three-quarters of a century, and that changes in its membership are wrought by a process calculated to be very slow and conservative.

The Town Council of Wolverhampton have resolved to raise the salary of the clerk to the borough justices, Mr. William Crowther Umbers, solicitor, from £300 to £350 per annum.

LORD ABERDARE ON PUNISHMENT FOR CRIMES OF VIOLENCE.

AT the Glamorganshire Quarter Sessions, held on Monday at Cardiff, Lord Aberdare, in speaking against a motion in favour of inflicting corporal punishment on all prisoners guilty of assaults with violence, said he came pretty fresh from an office in which, during the last five years, he had had frequently to consider the effect and the advisability of the courses adopted by different magistrates; and the general result of his experience had been that the charges brought forward against them were hasty and generally unfounded. But he could not say they had been universally so. If they considered for a moment how magistrates were appointed, they would see that very large additions to their powers such as were asked, would not be lightly granted by Parliament. There were, of course, strong benches, and there were weak benches, all over the country; and whenever a decision was arrived at which was not in accordance with the dictates of common sense the press soon got hold of it. Then it came before Parliament, and they soon heard a great outcry against unpaid magistrates. If that was the case now, when they exercised comparatively limited powers, what could be expected when their powers were so largely extended? He, for one, should refrain from calling upon the Government to make so great an increase without greater security for the exercise of it with discretion. The practice of late had been to impose heavy sentences, and to keep persons under a rigorous course of reformatory discipline. They all could call to mind the time before transportation was given up, when every year thousands of prisoners were sent to the colonies, and seldom returned. The question was asked, "What will become of us if at the expiration of their sentences all these people are turned loose? The country will be filled with these people, who will make life and property insecure." Well, the result had been exactly the contrary. Grave crime of every description had decreased enormously, and the complete success of the policy of punishing repeated offences severely, and subjecting the offender to a reformatory process, had been established. With respect to crimes of violence, it had been argued that the character of the whole country had been altered for the worse, but the general result of experience in these matters was this: that in times of the greatest prosperity there was a decrease in the crimes of fraud and an increase in crimes of violence. That arose from drink, and, unfortunately, the great increase of wages had gone to those who did not know how to use it. There was no idea more profoundly fixed in the English mind at the present moment than that the punishment of flogging had put an end to garrotting. He happened to be appointed to the Home-office as Under-Secretary in November, 1862, and the outbreak had taken place in the previous July. There were many cases of garrotting, and the offenders escaped with impunity, the consequence being that the crimes increased. The streets were filled with police in plain clothes, and in November the whole of these garrotters were in custody. In some twenty-five cases which had been reported there was only one genuine case when they came to be examined into, and that was the case of an old woman on Primrose-hill, who was robbed with a certain amount of violence. He had a dislike for flogging, not only from his personal experience of it in his youth, but also from its general effect. He thought it a brutalizing punishment, and one only to be resorted to where absolutely necessary. He thought they would incur great danger in entrusting magistrates so widely as it was proposed to do with the power to inflict this punishment.

UNITED STATES COPYRIGHT LAW.

THE *American Law Review*, after noticing the English law of copyright as regards foreign authors, says:—It is important to inquire whether the recent Act of Congress has made any material change in the relation of foreign authors to our copyright laws. This Act was passed in July, 1870, and was intended as a substitute for all previous statutes relating to copyrights. The provision describing who may be entitled to the benefit of the Act is as follows:

"Any citizen of the United States, or resident therein, who shall be the author, inventor, designer, or proprietor of any book, map, chart, dramatic or musical composition, engraving, cut, print, or photograph, or negative thereof, or of a painting, drawing, chromo, statue, statuary, and of models or designs intended to be perfected as works of the fine arts, and his

executors, administrators, or assigns, shall, upon complying with the provision of this Act, have the sole liberty of printing, reprinting, publishing, completing, copying, executing, finishing, and vending the same; and in the case of a dramatic composition, of publicly performing or representing it, or causing it to be performed or represented by others, and authors may reserve the right to dramatise or to translate their own works."

This provision is substantially the same as those of preceding Acts on this point; but with this notable difference, that in no preceding Act has the word "proprietor," or any equivalent for it, been used. Under all previous laws not only a foreigner, but also his assignee, whether a citizen or not, was by express language excluded from the benefits of the law. But under this section it would seem that a citizen of the United States or resident therein might acquire a valid copyright in a work which he had purchased from a foreign author; for the language of the Act embraces not only the author, inventor, or designer, but also the *proprietor* of any book, map, chart, dramatic or musical composition, &c. In other words, while a foreign author is himself excluded from the benefits of the statute, he would have the capacity of conferring a valid title upon his assignee, provided the latter be a citizen. This construction, however, is defeated, in part at least, by a following section (§ 103), which provides,—

"Nothing herein contained shall be construed to prohibit the printing, publishing, importation, or sale of any book, map, chart, dramatic or musical composition, print, cut, engraving, or photograph, written, composed, or made by any person not a citizen of the United States, nor resident therein."

The effect of this language is clearly to disqualify a foreign author, or any one deriving title from a foreign author, from acquiring in this country copyright in the works mentioned; for a general license is given to any one to print, publish, import, or sell, without molestation, those articles when purchased from a foreign author. But it will be noticed that this license is not given in case of "a painting, drawing, chromo, statue, statuary, and models or designs intended to be perfected as works of the fine arts," which are included in the section first quoted. Whether this omission is intentional or otherwise cannot be determined from the Act; but the only sound interpretation would seem to be, that if a citizen or resident of the United States became the proprietor of any of this class of articles from a foreigner, and took the requisite steps to secure copyright therein, there is nothing in the Act to destroy the validity of his title.

Nor is there anything in the last-quoted section touching the right of performing or representing a dramatic composition. As has been seen, the section first quoted gives to any citizen of the United States, or resident therein, who has purchased a dramatic composition from a foreigner, two privileges: first, the sole liberty of selling or publishing it; and, second, "the exclusive right of publicly performing or representing it, or causing it to be performed or represented by others." The first of these privileges is taken away by the subsequent section, which expressly allows the unrestricted printing, publishing, importation, or selling of any dramatic composition which is the work of a foreign author: but this section is silent concerning the second privilege granted; namely, the sole liberty of publicly performing or representing a dramatic composition, or causing it to be performed or represented by others.

The question then arises, what, under the Act, are the rights of a citizen in regard to the representation of a drama which he has purchased from a foreigner? Anyone may import or sell printed copies. Congress gives that privilege to the public. But does this publication and circulation make the composition *publici juris*, so as to deprive the purchaser of his exclusive right to its public representation? Under the Acts of 1856 and 1831 the owner of a copyright drama might have the double right, first, of its exclusive publication, and second, of its public representation (*Daly* v. *Palmer*, 6 Bl. 256). These rights were distinct and independent of each other, and the infringement of one was not in itself an infringement of the other. They were conferred by different statutes at different times. They did not exist in the assignee of a foreigner, because the sole liberty of public representation was given by the Act of 1856 only in cases where copyright was secured by the statute of 1831, under which copyright would not vest in a foreigner or his assignee (*Keene* v. *Wheatleigh*, 9 Am. Law Reg. 33). Both of these statutes, however, were repealed by that of 1870. Under this Act, in the case of a dramatic composition composed by a foreigner, the exclusive right of publishing is taken from the proprietor and vested in the public at large. Such a publication would, doubtless, destroy the common law right of exclusive representation belonging to the owner of a manuscript; and it may be contended with some force that it also destroys the statutory right. Without presenting a technical argument, which would be out of place in these pages, it may be stated that, in the absence of judicial light upon this point, it remains an interesting question whether a sound construction of the Act would give to a citizen the exclusive right of representing a printed drama which he has purchased from a foreign author, notwithstanding the printed copy of the same work may be in general circulation. Of course, in the case of a manuscript production, the author or his assignee, whether a citizen or foreigner, has the common law right to its exclusive public representation.

The question has its importance in the fact that, if this construction is the proper one, it opens the gates for the first time, however little, to a foreign author; and its practical importance is seen, when it is considered how extensively the American stage depends upon foreign authors for the instruction and amusement nightly given to the public.

It will now be seen that the copyright laws of England possess a comprehensive liberality not found in those of the United States. In legislating "for the encouragement of learning," Parliament has made no distinction between native and foreign authors: but, in the opinion of the most learned statesmen, has invited men of learning of every tongue to send their productions to the United Kingdom for first publication,—aiming to make England the Mecca of authors, the centre of learning, of the arts and sciences and culture. The most learned judges of the realm, from Lord Mansfield down to Lord Chancellor Cairns, have laboured to give this judicial interpretation to the statutes,—to make this the law of the realm. Ever since the decision of the House of Lords in 1854, a foreign author may acquire the full benefit of the statute by his presence within the British dominions, while even the judgment making this bodily presence necessary has been shaken to the foundation.

The American Congress, on the other hand, has put into every copyright statute passed since the formation of the government an unmistakable veto against every author who is not a citizen or a resident, whether he offers the beautiful thoughts of Tennyson, or the still more beautiful science of Tyndall; and the courts of the United States have not been able to give these stern statutes a more liberal construction.

It is stated that Herr von Brandenstein, the vice-president of the Court of Appeal at Naumburg, is likely to succeed the present Prussian Minister of Justice.

On the death (two months ago) of Mr. James Read, solicitor, the Registrar of the Mildenhall County Court, it was intended that the vacancy should not be filled, but that the holding of a court at Mildenhall should be discontinued. We learn that a numerously signed remonstrance from the inhabitants of the town and neighbourhood was thereupon forwarded to the Lord Chancellor, in answer to which an intimation has been given that the county court is to continue to be held at Mildenhall.

Lord Portman, addressing the Dorset Court of Quarter Sessions, called attention to the difficulties and complications of the new assessment law about to come into operation. He said he had looked carefully into the new Act, and it seemed impossible to hope that, except by the common assent of each union, any assessment could be made that would not be liable to appeal before the Court of Queen's Bench. The Act was contradictory, and he strongly advised the greatest possible care in the matter. He and the deputy-chairman would be happy to give any advice prior to litigation. The more he looked into the Act the more he saw that it was impossible to lay down any general rule for the county. Evidently those who framed the Act were looking rather to Norfolk and Suffolk than to the combs of Dorset and the adjoining county. His lordship expressed the opinion that litigation was inevitable.

General Correspondence.

THE SCHOOL OF LAW BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In continuation of my remarks on this Bill I wish to invite the attention of the profession to the 21st section.

That section directs that all bye-laws and regulations of the Senate, affecting the subjects in which proficiency must be certified in order to qualify a student to be admitted a solicitor, must be approved by a majority of the Senate present who are solicitors.

If the majority of the Senate then present differ in opinion from the majority of the solicitors then present, the matter is to be referred to an adjourned meeting, and if the difference of opinion shall still continue at such adjourned meeting, there is to be an appeal to the Queen as visitor, and the Queen may refer the appeal to the determination of any of the judges of the Supreme Court not being members of the Senate, and such judges are to have power to order such bye-laws or regulations, with or without amendment or modification, to be adopted, and such bye-laws or regulations are to have the same force and effect as if they had been passed and adopted with the consent of the majority of solicitors on the Senate.

There is some ambiguity in the language of this section which I forbear to criticize, as I am desirous of confining my remarks to the principles embodied in the Bill.

I wish to direct attention to the broad fact that the solicitors on the governing body are not only to be overweighted by a preponderance of more than two to one of barristers and judges, who will certainly outvote them on all class questions, but that means are provided at the end of the 21st section to render inoperative the only protection to the interests of solicitors afforded by the Bill in the earlier part of that section.

It is true that there is an apparent equality maintained between both branches of the profession in the 21st section, but that equality is apparent rather than real, as the interests of the bar are sufficiently protected by the overwhelming majority of twenty-seven to twelve on the governing body.

The provisions of the Bill seem studiously devised to secure to the bar the government of the school of law and the disposition of its revenues, which will be chiefly derived from articled clerks.

There are other matters in the Bill deserving of notice, but I reserve the consideration of them to another occasion.

January 6. A SOLICITOR.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

The society resumed its usual weekly meetings after the Christmas Vacation, on Tuesday evening last, at the Law Institution. It being a quarterly meeting a list of unpaid fines and subscriptions was laid before the society. The election of a treasurer and a secretary took place, these offices having become vacant. Mr. T. W. Ratcliff was elected treasurer, and Mr. C. A. Betts was elected secretary.

The question on the paper for discussion was No. CCXXXIV. Jurisprudential—"Ought further exploration of the Arctic regions to be sanctioned by Government?" and was carried in the affirmative.

LAW ASSOCIATION.

At the usual monthly meeting of the board of directors, held at the Hall of the Incorporated Law Society on Thursday last, the following being present, viz., Mr. Steward (chairman), and Messrs. Bennett, Carpenter, Clabon, Collisson, Cronin, Drew, Hedger, Kelly, Lovell, Masterman, Nisbet, Sawtell, Sidney Smith, and Tylee, two grants of £10 each were made to the families of non-members. A proposition made by the Solicitors' Benevolent Association for an amalgamation with the Law Association having been considered, it was determined that an extraordinary general court be called for Thursday, the 28th inst., to consider the question.

Obituary.

MR. SERJEANT BAIN.

Edwin Sandys Bain, Esq., serjeant-at-law, one of the oldest members on the books of Serjeants'-inn, died at his seat, Easter Livelands, near Stirling, a few days after Christmas. The deceased was the son of Lieutenant-Colonel William Bain, by the daughter of Edwin Sandys, Esq. He was born in the year 1804, and had, therefore, just completed his seventieth year. He was called to the bar at the Middle Temple, in Trinity Term, 1829, and practised for several years on the Northern Circuit, and East Riding of Yorkshire Sessions. In 1845 he was called to the degree of serjeant-at-law. He had for many years retired from practice, and settled at his country seat in Scotland. He was married in 1806 to Mary Anne, daughter of the late William Horsman, Esq., and sister of the Right Hon. Edward Horsman, M.P., by whom he leaves two daughters.

MR. DEMPSTER HEMING.

Mr. Dempster Heming, barrister-at-law, of Lindley Hall, Warwickshire, died at 7, Hubert-terrace, Dover, on the 23rd ult. He was the oldest barrister in the Law List, and his exact age appears to have been unknown to his surviving relatives, but it is thought that he was born about the year 1778. He was the youngest son of the late Mr. George Heming, of Waddington, Warwickshire, by the daughter of the Rev. Philip Bracebridge, D.D. Having graduated at the University of St. Andrews, he was called to the bar at the Middle Temple in Trinity Term, 1808. He was for some time a member of the Midland Circuit, but afterwards left England for Madras, where he practised with great success; and he filled for several years the office of Registrar of the Supreme Court at Calcutta. Retiring with a pension, he returned to England and settled in Warwickshire, of which county he was a magistrate and deputy-lieutenant, and in 1840 he was high-sheriff. He was a Liberal in politics, and in 1832 he unsuccessfully contested North Warwickshire. Mr. Heming was married to Rhoda Mary, daughter of Mr. Henry Denham Chard, of Lyme Regis, and leaves three sons and one daughter.

Appointments, Etc.

Mr. WILLIAM JAMES METCALFE, Q.C., has been appointed Recorder of Norwich, in the place of the late Mr. O'Malley, Q.C. Mr. Metcalfe is a graduate of St. John's College, Cambridge, and was called to the bar at the Inner Temple in Easter Term, 1845. He joined the Norfolk Circuit, on which he has had a large business, both civil and criminal. He practised also at the Middlesex Sessions, where he was largely engaged in poor law and rating cases; and at the Central Criminal Court he was one of the leaders, being also prosecuting counsel for the Post-office. In 1872 he became a Queen's Counsel and a Bencher of the Inner Temple, and for the last seven years he has held the Recordership of Ipswich, which now becomes vacant.

Mr. ALEXANDER HAMILTON, barrister-at-law, has been appointed Private Secretary to the new Lord Chancellor of Ireland. Mr. Hamilton was called to the Irish bar in 1853.

The Hon. Sir CHARLES SARGENT, Knt., Senior Puisne Judge of the High Court of Judicature at Bombay, has been appointed Acting Chief Justice of that court in the absence of Sir M. R. Westropp. Sir C. Sargent is a graduate of Trinity College, Cambridge, and was fifth wrangler in 1843. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1848, and practised for some years at the Chancery bar. In 1858 he was appointed a member of the Supreme Council of the Ionian Islands,

and in 1860 he was made Chief Justice and was knighted. In 1866 he was appointed a judge of the Bombay High Court.

The Hon. JOHN GEORGE LONG INNES, Attorney-General of New South Wales, has received the honour of knighthood (conferred by patent) in recognition of his services in connection with the cession of the Fiji Islands. Mr. Innes was called to the bar at Lincoln's-inn in Michaelmas Term, 1859, having in the previous May obtained a certificate of honour of the first class. He practised for some time on the Midland Circuit, and then emigrated to Australia and commenced to practise at Sydney. He has been for some time Attorney-General of the colony, and isd also a member of the Legislative and Executive Councils.

Mr. JOHN MARRIOTT, barrister-at-law, has been appointed to act as a Judge of the High Court at Bombay in the place of Sir Charles Sargent. Mr. Marriott was called to the bar at the Middle Temple in Michaelmas Term, 1853, and has been for several years in practice at Bombay.

Mr. CHARLES ALFRED COOKSON, barrister-at-law, has been appointed her Majesty's consul at Alexandria, and judge of her Majesty's Chief Consular Court for Egypt. Mr. Cookson graduated in 1854, at Oriel College, Oxford, with a second class in classics, and was called to the bar at the Inner Temple, in Hilary Term, 1867. He was for some time Vice-Consul, Law Secretary, and Registrar to the British Supreme Consular Court at Constantinople.

Mr. JOHN BENGALL MARTIN has been appointed one of her Majesty's Counsel for the Leeward Islands. Mr. Martin is a member of the Legislative Council of the Virgin Islands.

Mr. JOHN APPLETON, solicitor, of Worksop, has been appointed a Commissioner for taking affidavits in Chancery.

Mr. JOHN STUCK BARNES, solicitor, of Colchester, has been appointed Under-sheriff of Essex for the ensuing year. Mr. Barnes was admitted in 1834, and is Clerk of the Peace for Colchester, and Registrar of the County Court there. Mr. Thomas Morgan Gepp, of Chelmsford, will again be the acting under-sheriff.

Mr. JAMES CHARLES GRAHAM BENNETT (of the firm of Bennett & Brotherton), of 30, Friday-street, and 178, Richmond-road, Hackney, has been appointed a London Commissioner for taking affidavits in Chancery.

MR. JOHN GEORGE LAWRENCE BULLEID, solicitor, of Glastonbury, has been appointed Clerk to the Glastonbury Burial Board, in the place of the late Mr. T. Mayhew. Mr. Bulleid was admitted in 1848, and has been for a long time the solicitor to, and one of the members of, the Burial Board.

Mr. EDWIN HUGHES, solicitor, of Woolwich, Plumstead, and 32, Upper Thames-street, has been appointed a London Commissioner for taking affidavits in Chancery.

Mr. THOMAS LLANWARNE, solicitor, of Hereford, has been elected Coroner for the Hereford division of Herefordshire, in succession to Mr. Henry Underwood resigned. Mr. Llanwarne was admitted a solicitor in 1859, and is clerk to the county magistrates for the Dore division, clerk to the Hereford and Dore highway boards, and clerk and superintendent registrar to the Hereford and Dore Unions. He also had a long experience as deputy-coroner for the division.

Mr. HERBERT MONCKTON, solicitor, was elected Town Clerk of Maidstone on Thursday last, the 7th inst., in place of his father, Mr. John Monckton, resigned, after thirty-six years' tenure of office. Mr. Herbert Monckton is a brother of the Town Clerk of London, and is already well known to municipal officers as a compiler of election and other manuals.

Mr. HENRY MORRIS, solicitor, of Shrewsbury, has been elected Clerk to the Condover Highway Board, in the place of the late Mr. Corbet Davies.

Mr. ROBERT ROGERS NELSON has been appointed Solicitor to the Great Western Railway, consequent upon the death of the late Mr. John Young. Mr. Nelson has been a member of the firm of Young, Maples, Teesdale, Nelson, & Co.

Mr. HERBERT JOHN WAKEMAN, solicitor, of Warminster, has been appointed by the Local Government Board Poor Law Auditor of the Somersetshire and Wiltshire Audit District, in the place of Mr. John Seagram, resigned. The district is an extensive one, and comprises twenty-five unions, ten local boards, and twenty-six school boards. Mr. Wakeman was admitted in 1856, and is clerk to the county magistrates at Warminster, and chairman of the Warminster Local Board. He was formerly associated in business with Mr. Seagram, but since the retirement of the latter from practice he has been in partnership with Mr. Charles Albert Bleeck.

Mr. THOMAS WATERHOUSE, solicitor, of Wolverhampton, Bilston, and Sedgley, has been appointed Solicitor to the Bilston Improvement Commissioners, in the place of the late Mr. Charles Gallimore Brown. Mr. Waterhouse was admitted in 1849, and is clerk to the magistrates of the Sedgley division.

Mr. HARRY WOODWARD, solicitor, 15, John-street, Bedford-row, of the firm of Ravenscroft, Hills, & Woodward, has been appointed a London Commissioner to administer oaths in the Court of Exchequer.

The Coronership of the Halifax division of Yorkshire is vacant by the decease of Mr. George Dyson, of Halifax.

The office of Treasurer of the Eastern division of Sussex, has become vacant by the resignation of Mr. Lewis Greene Fullagar, solicitor, of Lewes.

Legal Items.

There are nine appeals from Bengal, two from Oude, one from the Cape of Good Hope, three from Canada, one from Madras, and one from Victoria, before the Judicial Committee.

The Town Council of Liverpool, at their meeting on Wednesday last, unanimously resolved to increase the town clerk's salary from £2,000 to £2,500, and also approved of a recommendation to appoint an additional clerk in the town clerk's office at a salary not exceeding £300.

The Alabama Claims Commission is stated to be busily engaged in Washington in hearing arguments upon claims for the Geneva award. Upon the 22nd of January the time will expire for filing these claims, which, by the present law, are limited to losses incurred by the capture or destruction of vessels and cargoes, or by the imprisonment of officers, sailors, or passengers, done by the Alabama, Shenandoah, or Florida, and her tender the Tacony.

At the Guildford Borough Sessions the Hon. George C. Norton, Recorder, in his charge to the grand jury, said he had gone very minutely into the question of the removal of the Surrey Assizes, and the only motive he could see for endeavouring to remove the assizes was the selfish convenience of the bar. He did not hesitate to affirm that, without the importation of any foreign cases, which never was desirable, there would be sufficient business at the usual assize towns in Surrey for one if not two judges. Subsequently the following presentment was made by the grand jury:—"The grand jury, having listened with attention to the remarks made by the learned recorder, as to the proposed abolition of the Surrey Assizes, unanimously desire to concur with the opinion of the grand jury expressed at the last Borough Quarter Sessions, that the removal of the assizes from Guildford, Kingston, and Croydon would be detrimental, in the highest degree, to the due administration of justice to this county."

Mr. Herschell, Q.C., M.P., the Recorder of Carlisle, in charging the grand jury at the quarter sessions on Thursday said, with reference to the question of flogging for crimes of violence, that although many very respectable people objected to that punishment as brutalizing, he could not see that it was likely to have a brutalizing effect on men who had shown such callousness to the sufferings of others. There lingered in every criminal's breast a certain sense of justice,

and if the punishment inflicted were no more than adequate and fitting for the sufferings he had inflicted, the criminal himself must feel its justice, and it could not brutalize him. The only question was whether flogging would have a greater deterrent effect upon those addicted to crimes of violence than the punishment now inflicted. That must be clearly shown before adopting a punishment to which there were obvious objections. His own impression, derived from what he had witnessed in assize courts, was that it would have such a deterrent effect, and that the lash was far more dreaded by criminals than penal servitude or imprisonment. It had been said that during the year the lash had been in use robberies with violence had increased in greater ratio than other crimes. If that were made out, it would make a strong case against extending punishment at all, but he had considerable suspicion of the statistics produced in support of that theory. He would like to see some inquiry to ascertain in what cases the punishment of the lash had been inflicted, to ascertain what effect it had had on crimes of violence, and to find out when at assizes the punishment had been inflicted, how long it was before there were any other cases. Inquiries should be made of the governors of the various gaols on the subject, and then they might arrive at information on which reliance could be placed as to whether the punishment had a deterrent influence on those likely to commit crimes of violence.

Courts.

THE RAILWAY COMMISSION.*

November 24, 25, 26; December 1—5, 9, 22.—*The Manchester, Sheffield, and Lincolnshire Railway Company, and the Trent, Ancholme, and Great Grimsby Railway Company* v. *The Guardians of the Poor of the Caistor Union.*

The Same v. *The Guardians of the Poor of Glandford Brigg Union.*

Poor-rate—Railway and docks—Rateable value—Collection and delivery charges—Terminals—Working expenses—Tenant's capital and profits.

In ascertaining the gross receipts in a parish by dividing the gross rates by mileage between the forwarding and receiving stations, the deduction in the case of through merchandise traffic of the amount charged at each end for collection and delivery is proper where deduction for cartage is made by the Clearing House, but in the case of local traffic, only such sum should be deducted from carted rates as it actually costs the company to perform the service, with a reasonable profit thereon.

Whatever part of the goods rate is a terminal, which belongs to a local line for other purposes, should be treated as belonging to it for the purpose of rating.

Where one railway company provides for another the rolling stock, and pays other working expenses, for a certain per-centage on the receipts, such per-centage may be taken as the amount of the working expenses, and the hypothetical tenant will not be allowed anything for capital or profit thereon, but only a fair remuneration, by a per-centage of five per cent. on the gross receipts.

Machinery fastened to a building merely for the purpose of steadying it in working is a chattel to be treated as part of tenant's capital.

Twenty per cent. upon the tenant's capital is a fair allowance to the tenant for his profits and for depreciation and casualties, but on floating capital (which should be allowed to him) five per cent, and on tenant's stores ten per cent., is sufficient.

A railway company were also the owners and occupiers of docks which were connected with their line of railway. The expenses of the docks exceeded the receipts, and they had no rateable value *qua* docks. Held, upon the facts in this case, that the docks were neither absorbed in, nor yet wholly distinct from, the railway; and that part of what had been considered "docks," should be considered as part of the railway, and treated as a railway station.

This was a reference under section 9 of the Regulation of Railways Act, 1873, which enables the Railway Commissioners to decide any difference to which a railway company is a party. The matters referred were appeals against poor rates made upon the Manchester, Sheffield, and Lincolnshire Railway, the Trent, Ancholme, and Grimsby Railway, and the Great Grimsby Docks, which belong to the former railway company. The appellants were the railway companies. The Manchester Railway and the Grimsby Docks are in the Caistor Union, and the Trent Railway is in the Brigg Union in Lincolnshire, and the appeal was against the valuation lists of the assessment committees of these unions. It was agreed between the parties that of the different parishes concerned, the court should take one in the Caistor Union for the Manchester line, viz., Stallingboro' parish, and one in that union for the docks, viz., Great Grimsby, within which the docks are wholly situate, and one in the Brigg Union for the Trent Railway, viz., Appleby parish. It was also agreed that the accounts of the companies in the year 1872 should be taken as affording the governing prices and figures, and that the commissioners should decide upon the value of the respective properties, and that the Court of Quarter Sessions should act upon their decision.

Field, Q.C., J. W. Mellor, R. E. Webster, for the appellants.

F. Barrow, G. F. Speke, and *E. J. Castle*, for the respondents.

The facts of the cases beyond those already stated sufficiently appear in the judgment, which was delivered on the 22nd of December, 1874, in the following terms:—

The COURT:—These are appeals by railway companies against the sums at which hereditaments in their occupation have been rated to the relief of the poor, under the Union Assessment Committee Acts. The appeals were rejected by the Quarter Sessions by consent, in order that the amounts in dispute between the companies and the boards of guardians might be referred for our decision under the 9th section of the Regulation of Railways Act, 1873. The Manchester, Sheffield, and Lincolnshire Railway runs through twenty-two parishes of the Caistor Union, and the Trent, Ancholme, and Grimsby Railway, a line thirteen miles long, runs through seven parishes of the Glandford Brigg Union. In all these parishes the respondent unions have proceeded upon the same principles in rating the profits of the two railway companies, and the convenient course, therefore, has been taken of putting the appeals before us as if they related to only one parish in each union—the parish of Stallingboro' in the Caistor Union, and the parish of Appleby in the Brigg Union. If the guardians are right in their mode of assessment in Stallingboro' and Appleby they are right in all the parishes, and if wrong, they have agreed with the appellants, the railway company, to recast the figures for the rest of the parishes, upon the basis which we may rule to be the correct one to found the valuation upon for Stallingboro' and Appleby. Another question referred to our decision is the rateable value of the Grimsby Docks, which are the property of the Manchester, Sheffield, and Lincolnshire Railway Company.

We will deal first with the appeal of the Trent, Ancholme, and Grimsby Railway Company. The Appleby portion of this company's line is 3m. 6f. 3c. long, and its rateable value is assessed at £1,851, and the Appleby station at £50, station and line together having been previously rated at £300. The assessment has been made in the usual manner, by ascertaining the gross receipts of the parochial portion of line, and after deducting the working expenses and profits, and all outgoings allowed by the statute, assuming the remainder to be the rent, or net annual value to let, of the land and buildings.

The first question here is, whether the gross receipts have not been understated by the company, by their having deducted in the case of merchandise traffic the amount charged at each end for collection and delivery. The receipts over the whole line in 1872 averaged £1,885 per mile, but according to the company, in Appleby parish the average per mile was only £1,448. We do not see why the receipts in this parish should have been so considerably below the general average. As to through traffic, the receipts brought to account half-yearly would be mileage receipts only, and would include no station or cartage terminals due to other companies; and as regards other traffic, the company admit that they performed no cartage. Every mile may not have equally contributed to the earnings of the whole line, but these earnings seem to us, in a case like this, a better criterion of the receipts due to the portion in the parish. Then,

* Reported by WALTER H. MACNAMARA, Esq., Barrister-at-Law.

taking a mileage division of the gross rates, less the amount charged at each end for collection and delivery, we also think that whatever part of a goods rate covers ordinary station work at the terminus should all be taken to be receipts of the line to which the terminal station belongs. We understood it to be contended that where less than half the transit is on the local line, part of its terminal should, for rating purposes, be deemed to be earned on the foreign line, but we think what would belong to the local line for other purposes should be treated as belonging to it in a question of rating. The next difference has reference to the deduction to be made from the gross receipts for working expenses and tenant's profits. The working stock of this line is provided by the Manchester, Sheffield, and Lincolnshire Railway Company, who until June, 1872, were paid at the rate of 1s. 1d. per train mile, but since then have been paid by a per-centage of 33½ per cent. upon the total traffic receipts. The amount they received in 1872 was £7,254. The respondents contend that this sum should be taken as the aggregate amount of the expenses for locomotive power and repairs of carriages and waggons, and that relative services ought to be divided amongst the parishes according to the train miles run in each, and moreover, that as the hypothetical tenant would not in this case require any capital for working stock, no deduction should be made from the gross receipts for profits upon capital; the company, on the other hand, would ignore the amount actually paid to the Manchester and Sheffield Company, and multiply the number of train miles in Appleby by the cost per train mile of the total locomotive expenses, and total carriage and waggon repair of the Manchester, Sheffield, and Lincolnshire Railway Company, as given in their printed accounts, and they maintain that the product is the proper deduction to be made for such working expenses. They claim, further, to have it assumed that the tenant would require a capital of the same proportion to the number of train miles run in Appleby as the capital of the Manchester and Sheffield Company bears to the train mileage on their entire system, and that the deduction for tenant's profits should be at the rate of 25 per cent. upon the assumed capital. We think, as to this difference, that the respondents are right, admitting that the Manchester and Sheffield Company might, at any time, withdraw their rolling stock; still, during the ten years the line has been open for traffic, it has never been worked in any other way, and we think that the supposed tenant, calculating his probable outgoings in the year, commencing with the prospective period for which the rate is made, might reckon that the working of the line would continue to be provided for as before. For the same reason, there should be no deduction for profits on capital; but, as an occupancy should yield profit of some kind, which profit may be calculated either on the gross receipts, or on the value of the rolling stock, we think there should be a deduction for tenant's profits as distinct from profits on capital, and that the amount should be 5 per cent. upon the gross receipts, such per-centage to cover outlay on floating capital, stores, furniture, and the like. The deduction for traffic charges, general charges, and compensation should, in our opinion, be what the respondents propose. We need not stop to notice the small differences between the parties in the items of government duty, rateable value of stations, law charges, and the amount of rates in the pound in Appleby, and we come to the only remaining difference, which is as to the amount to be deducted for maintenance and renewal of the permanent way and works. The respondents at first would only allow £584 for both maintenance and renewal for the whole distance in the parish, but at the hearing they admitted such an amount to be inadequate, and proposed instead that £726 should be allowed for maintenance, and £524 for renewal. These sums do not differ much from the sums claimed by the company, which are £812 for maintenance, and £630 for renewal; the difference is partly due to this, that the respondents calculate the cost per train mile of the repairs of way and works by the amount expended on the whole of the Trent line, as shown in the Trent Company's published accounts, while the company make the calculation by the amount they find by their books to have been expended in the Brigg Union. Considering that the whole of this line, except three-quarters of a mile, is in the Brigg Union, and that the half-yearly accounts printed and distributed to the shareholders are the only documents to which both sides have equal facilities of access, we think the mode of calculation adopted by the respondents is in this case to be preferred.

We will proceed next to the appeal of the Manchester and Sheffield Company from the valuation made of their property by the Caistor Union. The main line of this company runs through the parish of Stallingboro' for a distance of 2m. 0f. 8c. The gross receipts in the parish, ascertained by dividing the gross rates by mileage between the forwarding and receiving stations, after deducting in the case of the merchandise traffic the amount charged at each end for collection and delivery, come, according to the company, to £4,447 per mile. The respondents object to this mode of calculating the receipts from merchandise as too favourable to the company. We see no objection to it where a reduction for cartage is made by the Clearing House; but for local traffic it was not shown to us that the Clearing House rate for cartage as between different railway companies is added to the goods rate and ought to be regarded as an extra not chargeable to the land but referable to the trade of a carrier by road, and we think, as regards the local traffic in Stallingboro' only, what the company expend in carting goods carried at carted rates and a reasonable profit thereon should be taken off the gross rate. We have no means of knowing whether that mode of ascertaining the receipts would make the total sum earned in Stallingboro' different from the company's estimate of it. The respondents' further claim to have the receipts of the parish calculated upon the assumption of the railway and the docks being one undertaking is a matter upon which we reserve our views till we come to the question of the rateable value of the docks.

Coming next to the working expenses incurred in the parish in earning the gross receipts to be credited to it, we have in the first place to consider the difference between the respondents and the company as to the expense for carriage and waggon repairs. The company divide their total outlay on that head of charge by the gross number of train miles run on their own lines, excluding mileage on the lines of other companies, and the product multiplied by the number of train miles run in Stallingboro' gives the expense, as they estimate it, of this item in the parish. The respondents, on the other hand, refer to the company's half-yearly accounts, showing the train miles run in 1872, including ballasting and mileage run for other companies, to have been 6,214,608, and excluding the same 4,718,629 only, a difference of nearly one million and a-half, and they claim that the division of the sum expended by the company in 1872 in repairs to carriages and waggons should be the mileage of 6,214,608 instead of the smaller one taken by the company. The company admit that the six million and odd miles are the right division to find locomotive cost; but they say that their engines draw other rolling stock on the lines of other companies, admitting at the same time that their own carriages and waggons do, to some extent, run on other lines. So far as they do they increase their wear and tear, and therefore the miles they run should be added to the division; but as the company could not give the number of these miles, we think the number may be taken approximately at one-fifth of the difference of the two mileage totals. Rent of shops follows repairs of carriages and waggons as a working expense in the amended schedule of the company. The deduction was not much insisted upon, and we propose to omit it. This seems the place to refer to the rents paid to this company by other companies, and by this company to other companies for the use of stations. In 1872 the rents received were £2,620, and paid £5,218. The difference is £2,598, and Stallingboro' should take a share of these expenses in proportion to its train miles.

A principal deduction from gross receipts to find the rateable value of the subject of assessment, is the allowance to be made to the tenant for profits of capital. The tenant of the 2m. 0f. 8c. of line in Stallingboro' would require a capital bearing the same proportion to the work done on that piece of line that the capital of the company bears to the whole work they do. What that capital was worth in 1872 is a principal point in dispute. The rolling stock of 1872, to take that part of the capital first, is valued by the company at £1,680,000, and by the respondents at only £1,110,000. There was an increase of stock during the year, ten more engines in December than in June, 36 more carriages, 256 more waggons. The respondents take the stock as it stood in June, the company the stock in hand in December. The latter course seems to us the correct one as a general rule, and the former in this particular case. For a yearly tenancy, commencing with the making of a rate, the tenant should take the actual rolling stock in use at the time, because as its quantity, so will be the capacity for doing work, and the work done. But in this case it was agreed to accept the accounts of 1872, and for the receipts of

the year, which have been made the measure of the receipts of the tenant, the average working stock during the year; or, as the increase was progressive from beginning to end, the stock in the middle of the year was a sufficient quantity for him. For the same reason, the value of the stores will be their value on 30th of June. The points to be next considered as to this stock are its prime cost and present value. The difference as to the prime cost of the coaching and merchandise stock, the difference between £831,000 and £819,000, is not so considerable but that we may accept, without scrutiny, the higher valuation of the company, and we approve also of their engines being valued at £2,700 each instead of the lesser sum, by £100, at which their value is put by the respondents. But the prime cost would not be the value of the stock at the time of making the rate, and only capital for present value would be required. The respondents assume a depreciation of 38 per cent., and we think it probable that the stock would be kept up nearer than this to its original value, and that if from being in actual use it would not sell at a less reduction than 26 per cent., repairs and renovation would prevent any lower fall. We do not doubt that an expenditure of £320,000, the sum by which at £25 per cent. the value would be diminished, would suffice to restore the rolling stock to its full original value. The railway company have shops at Gorton and elsewhere, in which there are machines more or less of the nature of fixtures. These machines are valued by the company at £68,750, and we are asked to say which of them are chattels to be provided out of tenants' capital, and which have been made rateable by fastenings to the ground or to buildings. We cannot do better than apply to this question the principle laid down in the case of the Southampton Dock Company, and in the Halstead case, and so doing, and having before us the evidence of Mr. Sacré, the company's chief engineer and locomotive superintendent, and as such, the officer in charge of their works at Gorton and other places, and who knows how and with what objects the different machines have been placed *in situ*, and states that the machines which are fastened only to steady them, and not so as to give them any permanent attachment, are worth about £20,000, we decide that a tenant would have to find capital to buy them of that amount. We accept the company's estimate of value as to locomotive cranes, tools, sheets, horses, and office and station furniture, and the only remaining question is whether the company's claim to a floating capital of £20,000, and to a deduction for interest thereon, should be allowed or not. The North Staffordshire case was cited to us as negativing any such claim. To us it seems rather to leave such a claim when arising to be dealt with according to circumstances, and considering on the one hand the daily expenses of a line and the rent periodically recurring, and on the other the proportion of earnings locked up in ledger balances or due on running accounts by other companies and the clearing house, we think a tenant could not get on without some working capital, but that as it would not be always wanted, £125,000 would be sufficient in the case of this line.

Thus far, we have been considering the capital required for the whole line, and we will now state the share which the parish of Stallingboro' should receive, and the per-centage which will give fair and reasonable profits. The share, we think, should be found by the method adopted by the company of dividing capital in the ratio of sectional train miles. It seems to us simpler than the method taken by the respondents, and at the same time to be sufficiently accurate. As regards the per-centage, twenty per cent. upon the capital invested, not including floating capital and value of stores, is the deduction claimed by the company for tenant's profits and profits of trade, for which the respondents propose sixteen per cent. as sufficient. Taking into account that the stock is not valued as new; that we ought to assume it to be kept up to the highest standard set by any company; that parts of it, as tools for instance, require frequent replacement; and that the trade of a railway carrier is attended with much risk; we do not think it will unduly reduce the value of the occupation, or make an unreasonable deduction from the receipts and profits of the parish, if the rate we allow, insurance from risks included, is fixed at twenty per cent. As regards floating capital and value of stores we propose to allow five per cent. upon the former and ten per cent. upon the stores.

Another deduction to be made from gross receipts is the expense of maintaining the permanent way. Such repairs as are a charge upon a tenant are not alone sufficient for maintenance. The deterioration always taking place in spite of such repairs obliges a landlord to devote a part of his rent to the renewal of the line. As a matter of fact, repair and renewal go on simultaneously, and their respective costs are not separately shown in the accounts. In 1872, the railway company expended £107,020 in the maintenance of 258 miles of way, &c., including in that sum the cost of a large quantity of steel and iron rails laid down in that year and charged to revenue. The respondents propose to divide this gross sum amongst the several parishes in the proportion of their train mileages; and, admitting that this is preferable to a single mileage division, it has yet the defect of assuming, that if the traffic were the same from end to end of the line, the expense of maintenance would be at a uniform rate throughout. The appellants or company follow a different method as regards at least the item of repairs. They have prepared a return of the actual cost of repairs only, including renewal, in the Caistor Union, and divide this cost amongst the twenty-two parishes in the Union in proportion to their train mileage, and, as we think this is the better mode in principle on account of the smaller area, we allow the deduction they claim for repairs of £374 per mile in Stallingboro' parish. The company claim in addition a deduction of £168 per mile as the annual cost of renewal, but we are not prepared to allow them a deduction of more than three-fourths of this, or £126 per mile, which we think enough, because repairs and maintenance together did not, in 1872, exceed an average of £415 per mile for the company's whole line, and the train miles per mile in Stallingboro', viz., 17,695, were below the average number of train miles per mile for the whole 258 miles of that line. We have only to add, upon the subject of the assessment for this parish, that the deduction for stations and works separately assessed should have reference to the aggregate rateable value of all the stations, &c., and should be in the proportion which the gross receipts due to Stallingboro' bear to the total traffic receipts of the line.

We come, lastly, to consider the rateable value of the Grimsby Docks. Great Grimsby is one of the parishes in the Caistor Union, and the stations and lines of railway of the Manchester and Sheffield Company situated in the parish will be valued by the same miles as in Stallingboro'. But the railway company are also the owners and occupiers of the Grimsby Docks, and appeal is made to us to say whether the docks are fairly rated at an annual value of £36,990. We have already shown, that where a line of railway passes through many parishes, and the rateable value of the part lying in one parish has to be determined, such part cannot be fully valued without a knowledge of the rateable value, or at least of the ordinary elements in estimating the rateable value of the entire property to which it belongs. It seldom happens that the bounds and limits of the entire property are not well defined, but in this case the question turns upon whether the railway and the docks should be recognized as one property or not. For if we take the view of the respondents as to the rateability of the docks as forming with the railway a united undertaking, we give to the docks the relation of the stations on a line of railway to such line, and at once their rateable value becomes large, possibly as large as the respondents have estimated it, because there are no expenses to deduct from the rent. But the company maintain that the docks are quite a separate concern from the railway, and that their expenses being largely in excess of the receipts they possess no rateable value, and that no tenant of them could, upon sound commercial principles, afford to give any rent for them. We incline to a view of these docks intermediate between these views of the one side and the other. To us it appears that they are neither wholly absorbed in nor yet wholly distinct from the railway property. They have a double aspect, and are a common link of the land and sea routes. The company have and exercise steamboat powers, and the docks on their seaward side are concerned in the accommodation of shipping and the transit of goods by sea. But in other respects they are an adjunct of the railway, and we think should be treated as such for rating purposes. What we propose, therefore, is to take Mr. Lee's estimate of the present value of the docks, warehouses, sheds, and station appurtenances, and deducting from it the sums at which he values the wharves, docks, tidal basin, and buildings at the tidal basin end, to deal with the remainder, consisting of the sidings, sheds, stores, warehouses, and coal staithes as part of the railway property of the company. The accounts, therefore, should be revised so as to give to the company, in respect of their dock property, such income only as arises from dock dues, graving dock dues, wharfage, &c., and also so as to charge them only with expenses relating to the maintenance and repair of the docks, locks, and wharves, the hydraulic apparatus, and the pay of the staff employed in and

about the admission and despatch of vessels; and if the receipts are not equal to the expenses, the company will only be rateable for their land according to its unimproved value. The receipts in the docks from labour, other than that already mentioned, from warehouse rents, collecting and delivery traffic, &c., will be brought into the company's railway accounts, and, in like manner, all expenses incurred upon such services, and on horses, engines, and the maintenance and renewal of the roads, sidings, turntables, &c., will be a charge upon the company in respect of their railway property.

We will conclude, by saying, in case of there being any points which we have overlooked, or as to which we have not made our meaning sufficiently clear, or of there being any difficulty in working out the figures upon the basis of the rules we have adopted, that we shall be happy to answer any questions from either side in connection with this decision.

*BANKRUPTCY.**

(Before Mr. Registrar HAZLITT, sitting as Chief Judge.)

Nov. 30, Dec. 6.—*Re Sydney & Wiggins.*

In July, 1873, S. & W. (traders), filed a petition for liquidation by arrangement or composition with creditors, and in September of the same year resolutions were passed by the creditors for the acceptance of a composition of two shillings and six pence in the pound, payable by instalments, six pence in three months, one shilling in six months, and one shilling in twelve months, from the date of registration, the third instalment being secured by the promissory notes of a surety. After the registration of the resolution S. & W. resumed business, and incurred new debts, and finding themselves unable from various circumstances to pay the full amount of the composition to any of the creditors they presented a second petition for liquidation on the 26th of August, 1874. Some of the creditors under the first petition received the first instalment, and other creditors received the first and second instalments of the composition, but to others nothing was paid. The creditors under the second petition passed a resolution to accept sixpence in the pound, but upon presentation of the resolution to the registrar he declined to register it on the ground that the composition accepted by the creditors under the previous petition had not been fully paid.

Upon appeal by the debtors from that refusal,

Held, that the order was right, and that the proper course for the debtors to have adopted was to apply under section 126 to their creditors to vary the terms of the composition.

This was an application by the debtors for an order to set aside the decision of Mr. Registrar Keene refusing to register the resolutions passed at the meetings of creditors held on the 10th and 23rd days of September last.

The facts which gave rise to the application are stated in the judgment of the court.

Horace Davey, and *F. O. Crump*, for the appellants.—There is no dispute in this case that all the formalities required by the Act of Parliament and the rules have been complied with. Under the 126th section, 1st sub-section, the creditors may without any proceedings in bankruptcy resolve to accept a composition. All the registrar has to do is to inquire whether the necessary formalities have been complied with, whether the meeting was duly convened, and whether the resolution has been passed by the necessary majority of creditors. His duty is therefore ministerial merely, and he has no right to inquire into any equitable ground of objection to the resolution. If any doubt should arise in regard to the validity of the resolution, it is for the creditors to take such proceedings at law as they may be advised, to test such validity. It is not illegal for a debtor to present a second petition for liquidation, or for the creditors under that petition to accept a composition of sixpence in the pound. The debtors in the present case carried on their business after the date of their first petition and have incurred fresh debts, and unless they are at liberty to file a second petition it is impossible that they can obtain their discharge. Even if the registrar had authority to entertain any objection, there is no principle upon which it can be held that debtors who have incurred debts after the date of a first petition cannot file a second petition. Default having been made in payment of the composition, the debts revive. It may be contended that the debtors should have applied to their creditors to pass a resolution under section 126, varying the terms of the composition, but that provision is permissive merely: *Ex parte Radcliffe Investment Company*, 22 W. R. 235, L. R. 17 Eq. 121. To say that the debtors are not entitled to file a second petition because they have paid something to their creditors under the first, will be to place them in a worse position than if they had paid nothing, which is absurd.

J. E. Linklater, for Messrs. Deliquaire and Messrs. Larget, creditors who opposed the registration of the resolution. It is clear that there must be a plea of payment or tender of the composition; otherwise the debts revive: *Edwards* v. *Coombe*, 21 W. R. 107, L. R. 7 C. P. 519; *Ex parte Hodge re Hatton*, 20 W. R. 978; L. R. 7 Ch. 723 (*sub nom., re Hatton*). The effect of the resolution is this, that whereas some of the creditors receive two shillings or even two shillings and sixpence in the pound, the respondents receive sixpence only. The object of the Act of Parliament is that the property of a debtor shall be distributed rateably, and if the resolution in this case be registered the provisions of the Act will be frustrated in a most material point. It was impossible that Mr. Registrar Keene could have registered the resolution, for the petition being irregular, the meeting was not duly convened. In a case like the present the proper mode of procedure is pointed out by section 126, sub-section 6. This is shown by *Ex parte Radcliffe Investment Company*, 22 W. R. 235, L. R. 17 Eq. 121. The observations of the Chief Judge in that case are applicable. The proceedings cannot go on without injustice or undue delay, and the creditors have therefore a right to an adjudication: section 126, sub-section 11.

Noakes (solicitor) for other opposing creditors.

Davey in reply.

Cur. adv. vult.

HAZLITT, Registrar, gave judgment as follows:—

On the 19th July, 1873, these debtors filed a petition in liquidation or composition with debts stated at £39,023 17s. 7d., and assets represented at £779 13s. on the statement of accounts, although, in their affidavit for the appointment of a receiver, they set forth their net assets at £14,700. They proposed a composition of one and sixpence in the pound, which, being refused, they offered two and sixpence in the pound, and on the 9th September, 1873, resolutions by the competent majority of creditors were registered for this composition, payable by instalments, sixpence in three months, one shilling in six months, and one shilling in twelve months, from the date of registration, the third instalment being secured by the promissory notes of the debtors and a Mr. Norfolk. A small creditor, a Mr. Shudbrook, of Gracechurch-street, was appointed by the debtors their agent to pay the composition, and he tells us that up to a month preceding August, 1874, he was prepared and in a position to pay the first and second instalments, and that he issued the necessary notices of such preparedness, and I find on the proceedings a copy of one of these notices which, however, happens to be in connection with an action against the debtors by a creditor who had not been tendered the amount of the first instalment. What creditors did receive either or both the instalments, I do not know, but several of them did, in like manner, proceed at law against the debtors, upon failure to pay the instalments.

After the registration of these first resolutions the debtors resumed business, and incurred new debts, and finding themselves unable from various circumstances, among which would appear to have been that the promissory notes were not forthcoming, they were advised, they tell us, to present a second petition, which they accordingly presented on the 26th August, 1874, a month before the third instalment under their first petition was due. On this occasion the debts are stated at £42,682 14s. 8d., composed, in what proportions I have not calculated, of the revived debts of the old creditors, and of the fresh debts to the new creditors. The assets had dwindled down to the modest sum of £81 8s. 7d., and the proposal of the debtors now was to clear off the £42,000 by a composition of sixpence in the pound, to which the requisite majority of creditors, represented as usual in very large proportion by one and the same proxy, assented, and accordingly the resolutions were tendered in the prescribed manner to Mr. Registrar Keene for registration. That learned registrar refused to register "on the ground that the composition accepted by the creditors, by resolutions passed and registered under a previous petition for liquidation, had not been fully paid." This decision I am now called upon to reverse. At the hearing I felt no doubt that as a matter of principle and of abstract justice, my learned colleague was perfectly right, but as it was strongly contended on the part of the debtors that the decision was altogether illegal, and the point being, I think, a novel one, I took time to consider whether I should be justified in judicially supporting him. The result of that consideration is that I think I am so

* Reported by J. C. BROUGH, Esq., Barrister-at-Law.

justified. There is no question, I quite admit, that when resolutions are properly placed before the registrar in liquidation cases, his sole function is to satisfy himself by due inquiry that the resolution has been passed in manner directed by the Act, and that upon being so satisfied, he shall forthwith register it. Mr. Registrar Keene, however, in the present case, felt that he was not called upon to make any such inquiry at all, for he considered that the resolutions were not properly before him, on the ground which he stated in his certificate. That he may refuse to register is clear from the words of the 295th general rule, and there is the case of *Ex parte Ash* (16 S. J. 574) in which his refusal to register where no assets whatever were shown, was confirmed by Mr. Registrar Roche, sitting as Chief Judge, whose decision has not been overruled by higher authority that I am aware of. This, indeed, was a case in liquidation, but it shows, I think, that judicial discretion is not altogether withheld from a functionary overcome with difficult and onerous duties such as those which are imposed on the registrar in liquidation matters. I consider that it would be of most mischievous consequence if no limitation is to be placed on the presentation of these petitions, but that a man owing thousands and thousands of pounds should cover himself with the protection of the court upon a promise to pay whatever it may be in the pound to his creditors by instalments extending over months after months, and should thereafter incur new debts, and those possibly before a single instalment is paid, and should be permitted to petition again and again, offering on each occasion a smaller and smaller composition. We are told that the debtors, finding that they could not carry out their original proposition, were advised to present another petition. I am of opinion that this was a course altogether irregular. The proper course in such a case is for the debtors to apply to their creditors for a resolution, under the 6th paragraph of section 126, to vary the provisions of a composition by a reduction of its amount within their then ascertained means; and there certainly seems no doubt in the present instance that such modification would have been adopted. Instead of which, while some, I know not how many, of the creditors have received one shilling and sixpence in the pound, and others have received their twenty shillings in the pound in the courts of law, an enormous file of proceedings is created at corresponding cost under a second petition, which in my opinion ought not to have been filed until the creditors had been satisfied under the first petition; the object of the second petition being that the petitioners are to be cleared of their debts, old and new, by a composition of one-fifth of that which was stipulated under the first petition. The proposition seems to me inequitable, and it is, I think, quite within the scope of the registrar's authority to deal with it as he has done. Why some of the creditors have not applied to the court to enforce the provisions of the composition, or have not availed themselves of the first petition as an act of bankruptcy, is not for me to determine. All that I have to do is to say whether I think Mr. Registrar Keene's decision authorised. As I am of opinion that it is, I dismiss the application.

Court Papers.

EXCHEQUER CHAMBER.

The court will sit on Thursday, the 12th inst.

COURT OF CRIMINAL APPEAL.

The court will sit on Saturday, the 23rd inst.

COURT OF CHANCERY.

CAUSE LIST.

Sittings in Hilary Term, 1875.

Before the COURT OF APPEAL IN CHANCERY.

Appeal Petitions.

(Full Court) Robertson v Walker
In re The Weir Engine Works Co. and Co.'s Acts

Appeal Motions.

Venables v Schweitzer app of Metropolitan Bank pt. hd.
Vyse v Foster app of defts (restored by order)
In re The Poole Firebrick and Blue Clay Co. and Co.'s Acts app of liquidators
Buckeridge v Whalley app of E. Whalley from order dated July 30, 1874
Buckeridge v. Whalley app of E. Whalley, from order dated Nov 12, 1874
In re The Brampton and Longtown Ry. Co. and Co.'s Acts (Shaw's claim) app of Joseph Addison and ors
In re The Same Co. (Nimmo and McNay's claim) app of Joseph Addison and ors
In re The Same Co. (Waugh's case) app of E. Waugh
In re Barned's Banking Co. (limd), and Co.'s Acts original motn by way of app (set down by order)
Strousberg v Frankish app of S. C. Frankish and anr
In re The Emma Silver Mining Co. (limd), and Co.'s Acts app of the Co. and anr
Evezard v Burke app of plaintiff

Appeals. 1874. (Standing over).

Mayor, &c., of Hastings v Ivall M—1 July (app stayed by order)
Mutlow v L. M. Bigg H—22 Sept. (pt hd, S O by order)

Appeals. 1874. (For hearing.)

Powell v Elliot Elliot v Powell B—Aug 3
Aspden v Seddon R—Dec 10
Collins v Slade B—Dec 16 (order appealed from not produced)
Christie v Christie H—Dec 16
Browne v Lewis H—Dec 16
Estcourt v The Estcourt Hop Essence Co. (limd) M—Dec 21 app of the Co
Estcourt v The Same Co M—Dec 21 app of Charles Estcourt
Lewis v King M—Dec 22
Gisborne v Gisborne H—Dec 24
Middlemas v Wilson B—Dec 28

1875.

Phelps v The Queen Insurance Co M—Jan 1 (order appealed from not produced)

Before the MASTER OF THE ROLLS.

Causes.

Barned's Banking Co. (limd) v Kellock dem
Payne v Wright c
Kinghorn v Williams c (V C H Jan 12)
Horrocks v Bernstein c wits (V C H)
Jarvis v Mortimer m d
Mortimer v Jarvis c with wits
Toone v Sarson c with wits (revived)
Penny v Finch m d (Jan 22)
Corporation of Aberavon v Thomas c, with wits (Jan 19)
Hinchliff v Chapman m d (S O)
Kelly v Wilkinson m d (sht)
Chamberlaine v Masson c (set down at request of deft) not before Jan 12
Walker v Knight-Bruce c with wits (Jan 26)
Forster v Longrigg m d (wits before exmnr)
Hoyle v Ainsworth f c
Turner v Phillipson m d (not before Jan 12)
Vickers v Brown c with wits (Jan 12)
Macpherson v Buchanan m d
Williams v Guest, Bart c with wits (Feb 16)
Legh v Hatch m d
Other v Other m d
Pedgrift v Chapman m d
Berrington v Tyler m d
Hayter v Richardson s c
Crook v Partridge c with wits
Adams v Moore m d
Ripley v The Great Northern Ry. Co. m d
Hampson v Gaussen c
Macdougall v Glover c
Mercer v Packham m d
Ellis v Snell m d
Grimston v Dixon m d
The Printing and Numerical Registering Co. (limd) v Sampson c
Lewis v Clark f c
Gordon v Slater c
Stephenson v Fishburn m d
Mustard v Botterell c
Tillett v Pearson m d
Crossley v Crossley m d
Creasey v Croll m d with wits pt hd (Jan. 18)
Burslem v Dundas m d
Norton v Russell m d
Newton v Daw m d with wits
Hodgetts v Fortescue f c
Brown v Luck m d
Preston v Preston m d
Dudgeon v Thomson c pro confesso
Syers v Allen m d
Tetley v Barrett m d
Butler v Keough f c
Crocker v Elcum m d
Goodridge v Ayling c
Owen v Owen m d
Picken v Masters m d
Sykes v Marsland f c
Irlam v Parrott c
Rayner v Marsh c
Hiscock v Woodward m d
Benomi v Buxton Lowndes v Lee re-hearing of f c
Mason v The Metropolitan Board of Works m d
Palmer v Dent m d
Vickerman v Wright f c
Burgess v Perkins m d
Cardwell v The Seaman's Hospital Society f c
Fox v Fox sp c
Davies v Longborne c, with wits
Taaffe v Vickerman c
Braudis v Bahre f c
Garnett v Garnett Ellis v Hayward f c
Morris v Morris re-hearing of f c
Wells v Waters re-hearing of m d
Andrews v Clark m d
Smithers v Smithers m d

Duke of Devonshire v Mackinnon m d
Ford v Boynton sp c
Death v Ranson m d
Ross v Ross c
Baker v Hankey m d
Johnson v Gamble f c

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes.

Attorney-Gen v English m d pt hd
Macdougall v The Emma Silver Mining Co. (limd) dem of the Co. pt hd (S O)
Macdougall v The same Co. dem of R. M. Gardiner and Others pt hd (S O)
Hopkins v Abbott dem of Mr E. Badcock
Hopkins v Abbott dem of F. Abott and anr
Prince v Dear m d (S O)

Set down since commencement of Hilary Term, 1874 (exclusive of Transfers).

Taylor v Cole m d pt hd
Thomson v Weston m d pt hd
West India and Panama Telegraph Co. v India Rubber, &c., & Telegraph Co. c (Jan 18)
Panama and South Pacific Telegraph Co. v Same c with wits (day to be fixed)
Stacey v Stacey m d
Farrar v Green m d (S O)
Harnett v Baker m d
Harrison v Nottingham Manufacturing Co. (limd) c with wits (Jan 13)
Eyre v Astorg sp c
Wellington v Taddy c with wits
Gribble v Tucker m d and c pro confesso
Benecke v Ball m d
Reuss v Barraclough m d
Philp v Botterell c with wits
Gibson v Hardy m d
Wickham v Heath m d
Thorp v Brooks m d
Baden v Bassett m d
Wilson v Maxfield c with wits

Set down since commencement of Trinity Term, 1874 (exclusive of Transfers).

McKewan v Sanderson m d (wits before exmnr)
Osborn v Osborn m d
Evans v Hopkins c with wits
Gray v Baker c with wits
Purcell v Cooper m d
Cotton v Weil m d
Beaumont v Emery m d
Rogers v Ange c
Quinton v Mayor, &c., of Bristol m d
In re James Gosman, of Clinton, Ontario, Canada pet of right
Lyon v The Fishmongers' Co. m d
Bartlam v Yates m d
Harvey v Harvey sp c
Spalding v Higgs c with wits
Page v Young f c
Fowler v Lang c
Andrew v Ensor m d
Haydon v Fox c
Osborn v Osborn c
Williams v Hiscox m d
Walker v Blake m d
Burrows v Williams m d (wits before exmnr)
Schofield v Jacomb m d
Fielden v Gill m d
Smith v Pilgrim c with wits
Griffiths v Kennedy m d
Dowell v Wood m d
Hugo v Hugo m d
Wightwick v Barden m d
Hayne v Cavell c with wits
Cruse v Smith m d
Botterell v Horrell m d

Set down since commencement of Michaelmas Term, 1874.

Godbold v Ellis c with wits
Gurney v Brown c
Scott v Laver m d (transferred from M. R. by order)
Smith v Hersee m d
Mallard v Margary m d
Edmonds v Hartland m d
Morris v Kelland c
Dangerfield v Budd m'd
Young v Dale m d
Rotherham, Masbro. & Holme Coal Co. (limd) v Fullerton m d pt hd (S O, 2nd cause day after term)
Brogden v Macleod c
Green v Pyne m d
Phosphate Sewage Co. (limd) v Hartmont c
Richards v Richards 1871 R 77 m d
Giles v McLaren m d (short)
Ferrior v Evans m d
Miller v Kinlock c
Countess de Salis v De Salis m d (short)
Whitwill v Yeo f c
Hoskins v Holland m d
Baillie Hamilton v Earl of Home c
Willis v Clegg m d
Wetherfield v Galindo c
Robinson v Arch c with wits
Penson & Co. (limd) v Penson c
Willats v Hooper f c
Mytton v Mytton m d (short)
Vining v Ponsford m d
Townsend v Whieldon f c
Richards v Roberts m d
Page v Pigeon m d
Rogers v Shaw m d
Batten v Edeveain m d (short)
Sullivan v Edgell f c
Dimond v Edgell f c
Lockington v Consens f c
Cottell v Somerset & Dorset Ry Co. c
Willis v Somerset & Dorset Ry. Co. c
Fielding v Rodda m d
Shanks v Coles m d (short)

Before the Vice-Chancellor Sir JAMES BACON.

Causes set down previous to transfer.

Yardley v Holland m d (VCM) pt hd
Aydon v Reed m d pt hd
Healey v Borough of Batley m d (V C M Jan 13)
Solomon v Minter c with wits (V C M Jan 19)
Job v Potton c with wits (V C M Jan 12)
Emanuel v Padwick c with wits (Jan 15)
Jonassohn v Shaw m d
Smith v Daniell c (after Term)
Thursby v Thursby m d
Wilson v Mersey Steel and Iron Co. m d (wits before exmnr)
Walker v Daniell c (after Term)
The European Bank (limd) v Carmichael c
Giffard v Holyoake m d
Batley v Kynoch trial of question of fact before the court without a jury and sums (Jan 12)
Darby v Swansea Harbour Trustees f c
Beswick v Beswick f c & smns to vary
Lewis v Elliott f c
Spilling v Skoyles f c
Tucker v Tucker m d (short)

Causes transferred from the Book of the Vice-Chancellor Sir R. MALINS, by order dated December 4th, 1874.

Martin v Gray m d
Edwards v Griffiths c
Turner v Moy m d
Sayers v Corrie m d
Hodgkinson v Crowe m d
Thomas v Jones c
Couldery v Bradford m d
Wallwork v Sussum m d
Burbidge v Raikes c with wits
Churchill v Salisbury and Dorset Junction Ry. Co. m d
Whitbread v Flight m d
Whiting v Attenborrow m d
Ramsden v Lister c
Baxter v Bower m d (Jan. 26)
Wier v Tucker c
Homer v Hipkiss c with wits
Titcombe v Thain c, set down at requests of defts F. J. Gill and anr (not before March 11)
Umfreville v Johnson c
Otley v Mitchell c
Marshall v Marden m d
Guedalla v Guedalla m d
Annesley v Hutton m d
Firth v The Midland Ry. Co. m d
Syers v Syers m d
Gibbs v Elworthy m d
Rose v Dormer m d
Hughes v True m d
Watkins v Powell c
Knight v Lawless m d
Jolliffe v Hayward c

End of Transfer.

Causes set down since Transfer.

Ashurst v Fowler c
Ashurst v Mason c
Gouldsmith v Luntley f c
Hickman v Plowright f c
Woodward v Woodward f c
Corrie v Sayers c with wits (transferred from V C M by order)
Wagstaffe v Hill m d
Fowkes v Freemantle m d
Nicholson v Horsman m d

Before the Vice-Chancellor Sir CHARLES HALL.

Causes.

Lewthwaite v Lewthwaite f c pt hd
British Mutual Investment Co. (limd) v Smart dem
Selby v Lowdnes p
Walker v The Llanelly Ry. & Dock Co. dem
Stevens v Holland dem
Epsom v Atwood dem
Elias v Griffith exons for insufficiency
Boynton v Boynton m d (wits before exmnr)
Rowland v Bingley f c
Worsley v Worsley c with wits (Jan 26)
Republic of Peru v Ruzo m d
Heycock v Heycock c with wits (Jan 12)
Bird v Freeman m d
Hinde v The Ystalyfera Iron Co m d (wits before exmnr)
Gurney v Dauglish c, with wits (after Term)
Burkill v Matthews m d
Mayor &c of Oxford v Muir m d
Colliss v Hector m d
Hutchins v Wood m d pt hd (S O by order)
Longshaw v The Warrington Wire Iron Co (limd) c (Jan 13)
Harter v Souvazoglu m d (Jan 18)
Jeyes v Prole m d (wits before exmnr)
Banks v Banks m d
Wootten v Cowley m d
Wilson v Gann m d
Bevan v Price c with wits
Stevens v King m d
Hunter v Brooke m d
Attorney-Gen. v Peyton, Bart m d
Smyth v Johnston sp c
Lowe v Oliver m d
Boyns v Kevern m d (wits before exmnr)
Beswick v Baddley m d
Attorney-Gen. v Tunstall Local Board of Health m d (Jan 12)
Ellis v Ellis m d
Hoole v Morris m d
Hoole v Haig m d
Morris v Hoole m d
Haig v Hoole m d
Chell v Chell f c
Morley v Morley m d
Harper v Bird c
Grace v Newman m d
Solkhon v Cavalier m d
Wilson v Johnstone f c
Billinge v Tunstall m d
Howard v Jervis c
Loveday v Chapman m d
Hanrott v Kirkman m d
Wheeler v Roberts m d
Monckton v Monckton sp c
Cannon v Bliss c
Hammond v Frere f c
King of Portugal v Carruthers m d
Finch v Hutton f c
Kelk v Douglas m d
Birkbeck v McCollah f c
Dingley v Wright m d (Jan. 20)
Crawford v Hill c
Holliday v Broadbent c
Allen v Jackson m d
Chadwick v Chadwick f c
Newman v Williams c
Tabor v Cunningham m d
Wilson v Thomson c
Munton v Morris m d
Sykes v Mellor f c
Sillifant v Morgan m d

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 8, 1875.

3 per Cent. Consols, 92⅜ x d
Ditto for Account, Feb. 92⅝
3 per Cent. Reduced 92⅝
New 3 per Cent., 92½
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '75
Annuities, Jan. '80 —
Annuities, April, '85 9½
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, 2½ per Ct. 2 dis.
Ditto, £500, Do 2 dis.
Ditto, £100 & £200, 2 dis.
Bank of England Stock, 5 per Ct. (last half-year), 255
Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	117
Stock	Caledonian	100	97⅛
Stock	Glasgow and South-Western	100	96
Stock	Great Eastern Ordinary Stock	100	40⅛
Stock	Great Northern	100	138
Stock	Do., A Stock*	100	156½
Stock	Great Southern and Western of Ireland	100	109
Stock	Great Western—Original	100	109
Stock	Lancashire and Yorkshire	100	142
Stock	London, Brighton, and South Coast	100	93
Stock	London, Chatham, and Dover	100	23½
Stock	London and North-Western	100	148
Stock	London and South Western	100	114½
Stock	Manchester, Sheffield, and Lincoln	100	74⅛
Stock	Metropolitan	100	77⅛
Stock	Do., District	100	30⅛
Stock	Midland	100	137½
Stock	North British	100	66¼
Stock	North Eastern	100	165⅛
Stock	North London	100	113
Stock	North Staffordshire	100	59
Stock	South Devon	100	58
Stock	South-Eastern	100	113½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

On Thursday the Bank rate was reduced from 6 per cent. to 5 per cent. The proportion of reserve to liabilities has risen from 38·67 per cent. last week to 40·02 per cent. this week. The home railway market has been generally steady throughout the week. There was a good deal of excitement in the foreign market on Monday, which was followed by a relapse on Tuesday, and since then the market has been rather quiet. Consols on Thursday closed 92¼ to ⅜ for money, and 92½ for the account.

BIRTHS AND DEATHS.

BIRTHS.

HENDERSON—On Jan. 3, at 12, Gloucester-terrace, Hyde-park, the wife of John Henderson, barrister-at-law, of a son.

STURTON—On Jan. 3, at Holbeach, Lincolnshire, the wife of John Phipps Sturton, solicitor, of a daughter.

DEATHS.

BARKER—On Jan. 3, at 12, Richmond-hill, Clifton, Joseph Barker, Esq., Bristol, solicitor, aged 72.

GREEN—On Jan. 5, at Wilton, near Salisbury, Henry Green, late of Fakenham, Norfolk, solicitor, aged 71.

LAPWORTH—On Jan. 3, of 11, Sumner-place, South Kensington, and 3, Dr. Johnson's-buildings, Inner Temple, James Edward Lapworth, Esq., M.A., in his 41st year.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Jan. 5, 1875.

Avison, Thomas, and Francis Cecil Boult, Liverpool, Attorneys and Solicitors. Dec 31

Cattarns, Richard, sen, Richard John, and Richard Cattarns, jun, Mark lane, London, Attorneys and Solicitors. Nov 30

Moore, William George, and Richard John Ward, Lincoln, Attorneys and Solicitors. Dec 31

Winding up of Joint Stock Companies.

FRIDAY, Jan. 1, 1875.

LIMITED IN CHANCERY.

Foreign and Colonial Gas Company, Limited.—V.C. Malins has, by an order dated Dec. 21, appointed Robert Fletcher, Moorgate st, to be official liquidator. Creditors resident within the United Kingdom are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Feb 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Tecoma Silver Mining Company, Limited.—Petition for winding up, presented Dec 24, directed to be heard before V.C. Hall, on Jan 15, Samuel and Emanuel, Finsbury circus, solicitors for the petitioner.

TUESDAY, Jan 5, 1875.

LIMITED IN CHANCERY.

Cwm Bychan Silver Lead Mining Company, Limited.—Petition for winding up, presented Dec 19, directed to be heard before the M.R. on or before Jan 16. Kerby, Great Winchester st, solicitor for the petitioners.

Moorwood Moor Coal, Ironstone, and Fireclay Company, Limited.—Creditors are required, on or before Feb 1, to send their names and addresses and the particulars of their debts or claims, to John Thornton, Nottingham. Feb 15, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Lion Assurance Company, Limited.—Petition for winding up, presented Dec 19, directed to be heard before V.C. Hall, on Jan 15. Webb, Queen Victoria st, solicitor for the petitioner.

Shrewsbury Colliery Company, Limited.—Petition for winding up, presented Dec 31, directed to be heard before V.C. Malins, on Jan 15. Snell, George st, Mansion house, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, Jan. 5, 1875.

Female Provident Society, National Schoolroom, Cheadle, Staffordshire. Dec 19

Holmfrith Old Friendly Society, King's Head inn, Holmfrith, Yorkshire. Dec 28

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 1, 1875.

Earley, Richard, Witney, Oxford, Woollen Manufacturer. Feb 1. Earley v Earley, and Williams v Earley, V.C. Hall. Holmes, Tarsal-needle st

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 1, 1875.

Agars, John, Bickley, Kent, Esq. March 1. Hawks and Co, Borough High st, Southwark

Appleby, Mary, Hanley, Staffordshire. Feb 1. Tennant, Hanley

Bird, Henry, Reading, Berks, Esq. Feb 6. Mackeson and Co, Lincoln's inn fields

Blanshard, Eliza Johanna, Hampton, Middlesex. March 1. Freshfields and Williams, Bank buildings

Brant, Ann, Trescott, Staffordshire. Feb 1. Manby and Son, Wolverhampton

Butterworth, Anne Elizabeth, Brighton, Sussex. Feb 1. Cooper and Williams, Brighton

Douglas, Anne, Clifton, Bristol. Feb 18. Crawley and Arnold, Whitehall place

Howes, James, Wymondham, Norfolk, Farmer. March 1. Whites and Co, Wymondham

Hughes, Joseph, Langharne, Carmarthen, Gent. Feb 28. Barker, Carmarthen

Leggett, James, Barnet, Herts. Feb 12. Taylor and Jaquet, South st, Finsbury square

Macfarline, John, Manchester, Merchant. Feb 1. Hinde and Co, Manchester

Major, Daniel Bushnell, Cambridge terrace, Hyde park. Feb 15. Ely and Co, St Swithin's lane

Marsh Caldwell, Ann, Linley wood, Staffordshire. Feb 6. Wynne and Son, Lincoln's inn fields

Milton, John, Tavistock crescent, Westbourne park, Gent. Jan 30. Wynne and Son, Lincoln's inn fields

Pattenden, Caroline, Margaret terrace, Chelsea. Feb 1. Poulter Canton st, Poplar

Payne, George, Bunslet, Leeds, Glass Merchant. Feb 1. Rooke and Midgley, Leeds

Pepys, Hon Frederick, Sydney, New South Wales. Feb 1. Lemon and Co, Lincoln's inn fields

Perrott, Richard, Tenter st, Moorfields, Packer. March 1. Cole, Church court, Clement's lane

Reinsford, Edward, New Hincksey, Oxford, Gent. Feb 27. Beswick, Bedford row

Richardson, John, Talfourd rd, Peckham. Feb 1. Foster, Chancery lane

Robson, Thomas, Bishop Auckland, Durham, Innkeeper. Jan 30. Thornton, Bishop Auckland

Rolph, James, Thorpe-le-Soken, Essex, Farmer. Feb 27. Turner and Co, Colchester

Smith, Richard, Park place, Brigadier General. Jan 31. Walters and and Co, New square, Lincoln's inn

Smith, Robert, Windermere, Westmorland, Farm Bailiff. March 1. Fisher and Gatey, Windermere

Tayler, George, Huntingfield, Suffolk, Retired Farmer. Feb 16. Cross and Ram, Halesworth

Ward, Samuel, Margate, Kent. March 30. Sankey and Co, Margate

TUESDAY, Jan. 5, 1875.

Adams, Samuel, Sherwood rise, Nottingham, Gent. Feb 27. Burton and Co, Nottingham

Baber, Henry, Bolton, Lancashire, Innkeeper. Feb 1. Dawson and Scowcroft, Bolton

Bruff, Harriet, Balsall heath, Worcester. March 1. Best and Horton, Birmingham

Dimsdale, Hon Lucinda, Baroness, Somerset lodge, Wimbledon park. April 1. Renshaw and Rolph, Suffolk lane, Cannon st

Faulkner, William, Blisworth, Northampton, Licensed Victualler. Feb 20. Jeffery, Northampton

Grant, Thomas Samuel, Gravesend, Kent, Miller. Jan 30. Tolhurst' Gravesend
Hodgson, William, Newcastle-upon Tyne, Gent. April 15. Trotter and Co, Bishop Auckland
Horsfall, Mary, Leamington, Warwick. Feb 9. Latimer, Leeds
Jones, John, Prestwich, Lancashire, Commission Agent. Feb 20. Stead, Manchester
Jones, Vernon, Liverpool, Navigating Lieutenant, R.N. March 1. Captain Shortland, R.N., the Avenue, Surbiton hill, Surrey
Jordan, Joseph, Manchester, Eating House Keeper. Feb 2. Grundy and Co, Manchester
Laing, John, Dunston lodge, Wickham, Durham, Gent. Feb 24. Blackett and White, Newcastle-upon-Tyne
Martin, Sir James Ronald, Upper Brook st, Grosvenor square. March 31. Chauntrell and Co, Lincoln's inn fields
Mills, Elizabeth, Medina villas, Dalston. Jan 30. Mills and Lockyer, Brunswick place, City rd
Nesfield, William, Folkton, Yorkshire, Farmer. Jan 30. Woodall and Woodall, Scarborough
Parker, Charles Phillips, Ingersoll, Ontario, Canada. March 31. Nicol, Lime st
Schofield, Robert, Shade, Lancashire, Mason. Feb 20. Eastwood, Todmorden
Short, John, Launceston, Cornwall, High Bailiff. Feb 1. White and Dingley, Launceston
Spooner, William, Sheffield, Yorkshire, Esq. June 1. Wake, Sheffield
Todd, William, Milton-next-Gravesend, Kent, Miller. Jan 30. Tolhurst, Gravesend
Topping, Rev George, Rockliffe hall, Cumberland, Clerk. Feb 2. Mounsey, Carlisle
Turner, Frederic, Royal avenue, Chelsea, Esq. Feb 9. Morris and Co, Finsbury circus
Tyrer, John, Beaumaris, Anglesea, Tailor. Jan 26. Roberts, Bangor

Bankrupts.

FRIDAY, Jan. 1, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cary, Charles Sheddon, Fenchurch st, Auctioneer. Pet Dec 30. Spring-Rice. Jan 14 at 11
Chevasse, William, Oxford st, Ice Safe Manufacturer. Pet Dec 28. Murray. Jan 19 at 12
Downs, John Henry, Fulham, Corn Merchant. Pet Dec 30. Spring-Rice. Jan 20 at 11
Whitehead, James, Coborn terrace, Bow, Commission Agent. Pet Dec 30. Spring-Rice. Jan 14 at 11.30

To Surrender in the Country.

Myers, Frederick, Preston, Lancashire, Grocer. Pet Dec 29. Hulton. Preston, Jan 14 at 11
Powell, John, Chatteris, Cambridge, Shoemaker. Pet Dec 29. Gaches Peterborough, Jan 15 at 1
Tilyer, James Henry, Northfleet, Kent, Mariner. Pet Dec 30. Acworth. Rochester, Jan 14 at 2

TUESDAY, Jan. 5, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Bundy, William, Southsea, Southampton, Builder. Pet Dec 31. Howard. Portsmouth, Jan 18 at 2
Graham, George, Crowhall-the-Felling, Durham, Shipbroker. Pet Jan 2. Mortimer. Newcastle, Jan 16 at 12
Jerman, Henry Stallway, Plymouth, Devon, Confectioner. Pet Jan 1, Edmonds. East Stonehouse, Jan 21 at 12
Meredith, Robert Fitzgerald, Halstock, Dorset, Clerk in Holy Orders. Pet Dec 24. Batten. Yeovil, Jan 14 at 12.30
Summers, John, Southampton, Eating-house keeper, Pet Dec 30. Harfield. Southampton, Jan 20 at 2

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 1, 1875.

Beech, Samuel, Birmingham, Pattern Maker. Jan 13 at 3 at offices of Rowands and Bagnall, Colmore row, Birmingham
Bennett, Samuel, Norwich, Carpenter. Jan 14 at 11 at offices of Miller and Co, Bank chambers, Norwich
Boal, Alexander Blackwood, Halifax, York, Boot Manufacturer. Jan 9 at 11 at offices of Longbottom, Northgate chambers, Halifax
Bowen, Robert, sen, Shouldham Thorpe, Norfolk, Bootmaker. Jan 19 at 12 at offices of Beloe, King's Lynn
Broadhurst, John Edward, Beverley, York, Esq. Jan 13 at 1 at offices of Field and Co, Lincoln's inn fields. Holden and Co, Hull
Bowring, John, Leeds, Tailor. Jan 7 at 12 at offices of Pullan, Bank chambers, Park row, Leeds
Bussell, George, High st, Forest Hill, Boot Dealer. Jan 13 at 3 at offices of Green, Queen st
Buxton, William, Normanton, York, Shopkeeper. Jan 14 at 3 at offices of Burton and Moulding, King st, Wakefield
Child, George Richard, Plymouth, Devon, Watchmaker. Jan 14 at 1 at offices of Square, George st, Plymouth
Cockwell, James, Sheffield, Joiner. Jan 11 at 2 at offices of Machen, Bank st, Sheffield
Coulthard, Christopher, High st, Camden Town, Chemist's Assistant. Jan 19 at 3 at offices of Debenham, Lincoln's inn fields
Dewhill, Charles, Bristol, Baker. Jan 9 at 11 at offices of Essery, Guildhall, Broad st, Bristol
Drayton, Robert, Sittingbourne, Kent, Wine Merchant. Jan 20 at 3 at offices of Lewis and Co, Old Jewry chambers
Edge, Mark, Bolton, Lancashire, Draper. Jan 15 at 10 at the Dog and Partridge Inn, Moor lane, Bolton. Bennel, Manchester
Edwards, John Kittow, St Clear, Cornwall, Grocer. Jan 18 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth
Fraser, William Thomas, Waterloo rd, Builder. Jan 29 at 12 at offices of Plunkett, Gutter lane
George, Robert, Winterton, Norfolk, Fishing Boat Owner. Jan 21 at 12 at offices of Chamberlin and Diver, King st, Great Yarmouth
Hadwin, John, Liverpool, Glass Dealer. Jan 15 at 2 at offices of Carmichael, Lord st, Liverpool. Nordon, Liverpool
Harris, Michael, Weir's passage, Somers Town, Furniture Dealer. Jan 4 at 2 at 22, Stanley rd, Hackney
Harris, Morris, Consett, Durham, Dealer in Watches. Jan 14 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
Hartley, James, Leeds, Coach Builder. Jan 13 at 1 at offices of Pullan, Bank chambers, Park row, Leeds
Henderson, William, and William Potts, Tyne Docks, Durham, Merchants. Jan 13 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne
Hockliffe, William, Bedford, Gent. Jan 15 at 12 at offices of Whyley and Piper, Dame Alice st, Bedford
Holder, Joseph, Great Nethertown Farm, Gloucester, Farmer. Jan 13 at 2 at offices of Smith, Regent st, Cheltenham
Hope, John, Scarborough, York, Butcher. Jan 20 at 12 at offices of Williamson, Newborough st, Scarborough
Huber, Theophilus, Temple st, Whitefriars, Hair Dresser. Jan 5 at 2 at offices of Pittman, Stamford st, Blackfriars
Hunt, William, Astley Bridge, Sharples, Lancashire, Grocer. Jan 13 at 3 at offices of Winder, Bowker's row, Bolton
Hunting, Robert Harley, Theobald's rd, Red Lion square, Holborn, Plumber. Jan 11 at 11 at offices of Kent, Borough High st. Perry, Guildhall chambers, Basinghall st
Jones, Griffith, Liverpool, Draper. Jan 14 at 2 at offices of Downham, Market st, Birkenhead
Jump, Samuel, Stafford, out of business. Jan 13 at 11 at offices of Crabb, Horse fair, Rugeley
Keene, Stephen, Lichfield, Miller. Jan 15 at 12 at offices of Barnes and Russell, St John st, Lichfield
Kerry, Thomas, Heckmondwike, York, Traveller. Jan 13 at 3 at offices of Ibberson, Dewsbury
Kettle, Nathaniel, Fulham rd, Bootmaker. Jan 20 at 3 at offices of Michael, Great Winchester st
Longley, George, St James's place, Piccadilly, Gent. Jan 12 at 2 at offices of Picard, St James's st, Piccadilly. Browne, St James's st
Martin, John, Sandbach, Cheshire, Grocer. Jan 14 at 11 at offices of Latham and Bygott, Hope st, Sandbach
McLean, William John, Dartmoor, Devon, Baker. Jan 16 at 12 at offices of Square, George st, Plymouth
McLauchlan, Walter William, Ilkley, York, Innkeeper. Jan 14 at 2 at offices of Spirett, East parade, Leeds
Morgan, William, Walsall, Stafford, Poulterer. Jan 22 at 3 at offices of Glover, Park st, Walsall
Parrott, William, Liverpool, Corn Factor. Jan 15 at 3 at offices of Carmichael, Lord st, Liverpool. Nordon, Liverpool
Penney, Amos, Dartford, Kent, Grocer. Jan 21 at 3 at offices of Banks, Coleman st. Stopher, Coleman st
Phillips, John, De Laune st, Kennington park, Engineer. Jan 11 at 3 at offices of Hicklin and Washington, Trinity square, Southwark
Ribbands, George Frederick, Central st, St Luke's, Wood Turner. Jan 20 at 12 at offices of Buchanan, Basinghall st
Scott, John, Ossett, York, Cloth Fuller. Jan 19 at 3 at offices of Burton and Moulding, King st, Wakefield
Smart, Henry, Buriton, Hants, Sussex, Butcher. Jan 21 at 10.30 at offices of Soames, the Square, Petersfield
Smart, William Gordon, Andrew Merson Lyall, and Thomas Smith, Manchester, Builders. Jan 19 at 3 at offices of Gardner, Brown st, Manchester
Summers, James, Strood, Kent, Greengrocer. Jan 19 at 3 at offices of Busset, High st, Rochester
Tatley, James, North Meols, Lancashire, Coach Builder. Jan 14 at 3 at offices of Leigh and Ellis, the Arcade, King st, Wigan
Tattersall, Alfred, Bradford, York, Draper. Jan 16 at 10 at offices of Berry and Robinson, Charles st, Bradford
Tomlinson, John, Blackburn, Lancashire, Tailor. Jan 14 at 3 at the Old Bull Hotel, Blackburn. Tattersall, Blackburn
Tyrer, John Henry, Liverpool, Accountant. Jan 14 at 12 at offices of Carruthers, Clayton square, Liverpool
Walker, Richard, York, Plumber. Jan 15 at 11 at offices of Crumbie, Stonegate, York
Wood, Alfred Thomas, and George Downs Joyce, Gracechurch st, Hatters. Jan 19 at 2 at offices of Minton and Co, Carey lane. Vanderpump, Gray's inn square
Woods, Alfred, Cowfold, nr Horsham, Sussex, Farmer. Jan 15 at 3 at offices of Medwin and Co, Horsham

TUESDAY, Jan. 5, 1875.

Adamson, William, Newcastle-upon-Tyne, Tea Dealer. Jan 15 at 11 at the County Court, Westgate rd, Newcastle-upon-Tyne. Story, Newcastle-upon-Tyne
Ashford, Alfred William, Ipswich, Suffolk, Innkeeper. Jan 25 at 12 at offices of Pollard, St Lawrence st, Ipswich
Bargen, Gustav, Railway place, Fenchurch st, Restaurant Keeper. Jan 21 at 2 at offices of Henderson and Co, Basinghall st. Hilbery, Crutched Friars
Barnard, William, and Josiah Frederick Barnard, Reading, Berks, Coal Merchants. Jan 18 at 10 at offices of Dodd, Friar st, Reading
Barrett, Edward Louis, and Sidney Temple, Battersea, Chemists. Jan 14 at 1 at the Cannon at Station Hotel, Cannon st
Beaty, John, Willington Quay, Northumberland, Builder. Jan 13 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Browning, Henry Samuel, Paternoster square, Bookbinder. Jan 13 at 3 at offices of Button and Co, Henrietta st, Covent Garden
Burton, George, Walsall, Stafford, Grocer. Jan 21 at 2 at offices of Dale, Waterloo st, Birmingham
Butt, Frederick, Swansea, Glamorgan, Boot Maker. Jan 15 at 3 at offices of Woodward, Wind st, Swansea
Carter, Henry Denty, Leamington Priors, Warwick, Tailor. Jan 14 at 12 at offices of Overell, Warwick st, Leamington Priors
Carter, Richard Carnal, Pointon, Lincoln, Farmer. Jan 18 at 10.30 at the Angel Hotel, Bourn. Law, Stamford
Cheetham, James, Swinton, Lancashire, Excavator. Jan 20 at 3 at offices of Gardner, Manchester
Crossley, Thomas, Manchester, Chemical Manufacturer. Jan 19 at 11.30 at the Mitre Hotel, Hall st, Manchester. Eastwood, Todmorden
Day, Edward, Tealby, Lincoln, Grocer. Jan 20 at 11 30 at the King's Head Inn, Market Rasen. Burton and Scorer, Lincoln

Dennis, Solomon, jun, Shinfield, Berks, Carpenter. Jan 18 at 4 at 8, Forbury, Reading. Elkins

Dodd, Richard, Manchester, Screw Bolt Maker. Jan 30 at 11 at offices of Boote and Edgar, George st, Manchester

Ford, Henry, and Joseph Ford, Regent st, Warehousemen. Jan 15 at 2 at offices of Blachford and Riches, Great Swan alley, Moorgate st

Freeman, Thomas Hill, Dawley, Salop, Grocer. Jan 22 at 12 at offices of Harries, Dawley

French, George, Bilston, Stafford, Licensed Victualler. Jan 23 at 3 at offices of Bowen, Mount Pleasant, Bilston

Gauderton, Ellen, Kingston-upon-Hull, Milliner. Jan 18 at 3 at offices of Laverack, County buildings, Kingston-upon-Hull

Hackers, Samuel, Leeds, Draper. Jan 18 at 2 at offices of Billington, Oxford row, Leeds

Hagley, James, York, Grocer. Jan 19 at 11 at offices of Grayston, New st, York

Hewitt, William Robert, Bevenden st, Hoxton, Cab Proprietor. Jan 18 at 12 at offices of Parry, Basinghall st

Higginbottom, Joseph, and William Williams, Southport, Lancashire, Wine Merchants. Jan 15 at 11 at offices of Quelch, Dale st, Liverpool

Hilton, Robert, Upton, Cheshire, Merchant's Clerk. Jan 18 at 10 at offices of Mawson, Duncan st, Birkenhead. Anderson, Birkenhead

Hind, William Everatt, Howden, York, Attorney-at-Law. Jan 14 at 3 at offices of Laverack, County buildings, Kingston-upon-Hull

Hobson, Ephraim, Liverpool, Grocer. Jan 15 at 3 at offices of Lupton, Harrington st, Liverpool

Hofmeyer, Edward, Fraed st, Paddington, Jeweller. Jan 15 at 4 at offices of Yorke, Marylebone rd

Jones, George, Lower Cwmbran, Monmouth, Grocer. Jan 18 at 1 30 at the Queen's Hotel, Bancswell, Newport. Cathcart and Vaughan, Newport

Jones, John, Pembroke Dock, Pembroke, Licensed Victualler. Jan 16 at 10.30 at the Guildhall, Carmarthen. Parry, Pembroke Dock

Kebby, Edward Howard, Bristol, Dealer in Fancy Goods. Jan 20 at 12 at offices of Milne and Co, Albion chambers, Bristol

Kelly, William Joseph, Newcastle-upon-Tyne, Gilder. Jan 20 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Kossich, Henry, South Shields, Durham, Clothier. Jan 18 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Laney, James Henry, Southampton, Dyer. Jan 15 at 3 at offices of Killby, Portland st, Southampton

Langton, Edward George, Walworth rd, Gilman. Jan 15 at 3 at offices of Watson, Guildhall yard

Leeson, Thomas, East Adderbury, Oxford, Farmer. Jan 20 at 12 at offices of Ingle and Co, Threadneedle st. Pearce, Banbury

Leftwich, James Chandler, Old Kent rd, Cheesemonger. Jan 18 at 2 at offices of Blachford and Riches, Great Swan alley, Moorgate st

Lewis, Edwin John, Hockley, near Birmingham, Horse Dealer. Jan 14 at 3 at offices of Parry, Bennett's hill, Birmingham

Linsdell, John, Bishopsgate st Within, Estate Agent. Jan 29 at 12 at the Cannon st Hotel. Crook and Smith, Fenchurch st

Locker, John, Bridgewater, Somerset, Hawker. Jan 19 at 11 at offices of Reed and Cook, King's square, Bridgewater

Luscombe, John William Light, Kingsteignton, Devon, Currier. Jan 19 at 10 at offices of Hirtzel, Queen st, Exeter. Whiteway, Newton Abbot

Marriott, William, Downend, Gloucester, Brewer. Jan 14 at 12 at offices of Bevson and Thomas, Broad st, Bristol

Mason, Mary Elizabeth, George st, Croydon, Artist. Jan 16 at 10 at 17, Great James st, Bedford row. Goodman, Brighton

Masters, Francis, Springfield villas, Grosvenor Park, Camberwell, Commercial Agent. Jan 15 at 3 at offices of Howell, Cheapside

Maxwell, Robert, Mincing lane, East India Merchant. Jan 21 at 2.30 at offices of Broad and Co, Walbrook. Evans, Coleman st

McMaster, Archibald, Worksop, Nottingham, Travelling Draper. Jan 22 at 3 at offices of Binney and Sons, Queen st chambers, Sheffield

Morris, Henry, Road, Isle of Wight, Farm Bailiff. Jan 14 at 11 at the Vine Hotel, High st, Southampton. Philbrick, Old Broad st

Murray, Daniel, Newcastle-upon-Tyne, Block Maker. Jan 14 at 3 at offices of Dove, Northumberland court, Newcastle-upon-Tyne

Norman, George Lewis, Carlton hill, Maida Vale, Solicitor. Jan 15 at 11 at offices of Crump, Rood lane

Parr, Francis Henry, Old Compton st, Soho, Bootmaker. Jan 15 at 12 at Rider's Hotel, Holborn Yorke, Marylebone rd

Passmore, John, Britten st, King's rd, Chelsea, Beerhouse Keeper. Jan 14 at 12 at offices of Howse, Staple inn, Holborn. Morris, Staple inn

Phipps, Joseph, Pershore, Worcester, Saddler. Jan 15 at 12 at offices of Bentley, Foregate st, Worcester

Potter, Mary Sarah, Kirkby Stephen, Westmorland, Milliner. Jan 28 at 1 at the King's Arms Hotel, Kirkby Stephen. Fisher and Gatey, Windermere

Powell, Thomas, Aberdare, Glamorgan, Travelling Draper. Jan 18 at 12 at offices of Howell, Canon st, Aberdare

Robson, John, Hamsteels Colliery Farm, Durham, Hind. Jan 16 at 12 at offices of Grayston, New st, York

Robson, Thomas, Grindale, York, Wheelwright. Jan 18 at 3 at offices of Harland, Squire lane, Bridlington

Rosenfeld, John, Liverpool, Tailor. Jan 21 at 3 at offices of Holt, Union court, Castle st, Liverpool. Ritson, Liverpool

Rowbotham, John, Stockport, Cheshire, Innkeeper. Jan 21 at 3 at offices of Reddish and Lake, Bridge st, Stockport

Russell, David, Liverpool, Printer. Jan 19 at 3 at offices of Stephens, Cook st, Liverpool

Rutherford, George, Morpeth, Northumberland, Draper. Jan 15 at 12 at the Neville Hotel, Neville st, Newcastle-upon-Tyne. Nicholson, Morpeth

Salvidge, Henry, Banwell, Somerset, Shopkeeper. Jan 16 at 2 at offices of Parsons, Nicholas st, Bristol. Baker and Co, Weston-super-Mare

Saxton, Thomas, Whiston, York, Stone Mason. Jan 16 at 12 at offices Whitfield and Taylor, Howard st, Rotheram

Skelding, Benjamin, Moor lane, nr Brierley hill, Brickyard Manager. Jan 12 at the County Court, Hagley st, Stourbridge, in lieu of the place originally named

Smith, Benjamin, Newcastle-upon-Tyne, Travelling Jeweller. Jan 20 at 12 at offices of Bush, Nicholas buildings, Newcastle-upon-Tyne

Smith, Edward, Stamford, Lincoln, Innkeeper. Jan 14 at 11 at offices of Law, St. Mary's place, Stamford

Stewart, Henry, Holloway rd, Shawl Warehouseman. Jan 19 at 3 at offices of Blachford and Riches, Great Swan Alley, Moorgate st

Stooke, George, Agar st, Strand, Architect. Jan 16 at 2 at offices of Harvey and Co, Basinghall st. Hooper, Newgate st

Stubbs, Henry, Birmingham, Painter. Jan 19 at 12 at offices of Pointon, Edmund st, Birmingham

Terrell, George, and Henry Salter, Sherwood st, Golden square, Corn Factors. Jan 13 at 1 at offices of Sydney, Great James st, Bedford row

Thompson, James, Smethwick, Stafford, Grocer. Jan 22 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham

Thompson, William Daniel, Chatham, Kent, Victualler. Jan 15 at 11 at offices of Hayward, High st, Rochester

Thorn, Henry Friend Thomas, and Charles Delanoy Lawrence, Strand, Army Agents. Jan 18 at 2 at offices of Harcourt and Macarthur, Moorgate st

Ward, Energy, Bath place, Dalston lane, Bootmaker. Jan 25 at 3 at offices of Stocken and Jupp, Lime st square

Warden, George Cockburn, Lombard st, Merchant. Jan 18 at 3 at offices of Stocken and Jupp, Lime st square

Weaver, Alfred, Eastwood, Nottingham, Chemist. Jan 18 at 11 at offices of Enfield and Dowson, Weekday cross, Nottingham

Whitlark, Michael Morton, Lupus st, Pimlico, Provision Dealer. Jan 21 at 3 at 4, Eastcheap. Holmes

Wileman, Wilmot, Liverpool, Wine Merchant. Jan 15 at 12 at offices of Carruthers, Clayton square, Liverpool